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Of the Finance Act 1909-10 Act, 1910,

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With a Chapter on Practical Valuation

BY
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Current Topics.

The Prospective Judges.

"THE KING has been pleased to approve the names of Mr. HORACE AVORY, K.C., and Mr. T. G. HORRIDGE, K.C., for appointment on October 1 next as judges of the King's Bench Division of the High Court under the Judicature Act, 1910." So runs the official announcement, which is probably unexampled as containing an intimation, not of appointment, but of intended appointment at a future date. Until the 1st of October next, the learned persons named will, like Mahomet's coffin, be suspended between—well, the Bar and the Bench. They will probably be entitled to be addressed as "Mr. Intended Justice," but will be debarred alike from practice at the Bar and from the duties, rights and emoluments of a judge.

The Judicial Nominees.

IT WAS generally expected that Mr. HORACE AVORY, K.C., would be one of the judges to be appointed, and this expectation has not been disappointed. Mr. AVORY has for many years had an extensive practice in criminal and rating cases; and, as Commissioner of Assize, has given much satisfaction to those who have practised before him. His practice in ordinary civil cases has never been large, but it must be remembered that a considerable proportion of the business in the Divisional Courts relates to the duties of magistrates and the construction of statutes relating to those duties. In this class of business Mr. AVORY's experience is great, and taking into account his knowledge of criminal law, and his unwearied industry, we think he will be a useful member of the High Court, though we could have wished that his appointment had been made when he was a few years younger. The appointment of the second judge, Mr. THOMAS GARDNER HORRIDGE, is quite unexceptionable. One of the prominent leaders of the Northern Circuit, he has not only enjoyed a large general practice, but is thoroughly familiar with commercial cases and is well known in the Court of Appeal. Mr. HORRIDGE has always taken a strong interest in politics, and his defeat of Mr. ARTHUR BALFOUR in East Manchester at the general election in 1905 brought his name prominently before the public. He has of late, however, withdrawn from the fatigues of Parliament, and his appointment will be welcomed by a large number of members of the profession to whom he is only known as a diligent lawyer and advocate.

Publication of Reasons for Reduction of Capital.

It is but rarely that the power conferred on the court by section 55 of the Companies (Consolidation) Act, 1908, of requiring a company to publish the reasons for a reduction of capital is exercised. Indeed, in a recent case before SWINFEN EADY, J., it was suggested that the section had never as yet been put into operation, but his lordship referred to three previous occasions on which this had been done, and he directed such reasons to be published in the case then before him. His lordship said it so often happened that an insufficient amount was written off year by year for depreciation that that alone, to some extent, accounted for the frequency of reduction petitions, but this was not a case of that class. It was a case in which there was a credit balance on the profit and loss account year after year, and dividends were paid, and then, suddenly, there came a petition for reduction by writing off £1,000,000. The loss was satisfactorily explained by the special reasons which were given for the reduction, but he directed that such reasons should be published.

The Draft Rules of the Supreme Court.

WE PRINT elsewhere a set of draft R.S.C. which have been published pursuant to the Rules Publication Act, 1893. The first makes a slight change in ord. 22, r. 15, a rule which was introduced a year ago in the place of the previous rules 15 and 15A. The rule is intended to protect the interests of infants and persons of unsound mind, and where money or damages are claimed on their behalf, no settlement, or compromise, or acceptance of money paid into court is to be valid without the sanction of the court or a judge, and no money or damages recovered, "whether by settlement, or compromise, or payment into court," are to be paid to the next friend of the plaintiff or to the plaintiff's solicitor, unless the court or a judge shall so direct. For the words just quoted the new rule substitutes "whether by settlement, compromise, payment into court, or otherwise," so as to make it clear that moneys recovered in any way on behalf of an infant or person of unsound mind are to be subject to the control of the court. Under the latter part of the existing rule, which remains unaltered, all money or damages so recovered are, unless the court or a judge otherwise directs, to be paid to the Public Trustee, and are, subject to any general or special directions of the court or judge, to be applied by him for the maintenance and education, or otherwise for the benefit, of the plaintiff.

Taxation of Costs in District Registries.

THE REMAINDER of the draft rules refer to the Liverpool and Manchester and other district registries, the most important being the introduction into ord. 35, r. 4, of words authorizing generally the taxation of costs of contentious business in district registries. Hitherto, under that rule where final judgment has been entered in a district registry, the costs have been taxed in such registry unless the court or a judge has otherwise ordered. It is proposed to alter the rule so as to remove the restriction to cases where final judgment has been entered, and to take all taxations in matters proceeding in a district registry in the registry unless the court or judge shall otherwise order. As to costs of non-contentious business, it was recently held in *Re R. W. Stead* (ante, p. 618) that though a summons for taxation could be issued in a district registry, yet the taxation must be referred to a master of the Supreme Court. That was a summons issued in the Manchester registry, and it is now proposed to overrule *Re R. W. Stead*, so far as regards the Liverpool and Manchester registries, by introducing into ord. 35, r. 6A words providing that, where a summons is issued in either of those registries for the taxation of the costs of a solicitor under any statute or otherwise, the district registrar shall act as taxing master in respect thereof. The draft rules thus draw a distinction between the Liverpool and Manchester registries and other district registries for which there is, perhaps, no sufficient ground. If taxation of costs in contentious business is allowed in district registries generally, it is not easy to see why the taxation in the case of non-contentious business should be confined to two registries. The last of the draft rules allows *distringas* notices to be filed under ord. 46, r. 4, in any district registry as well as in the central office.

The Increment Value Duty Rules.

WE HAVE already referred to the recent Inland Revenue Rules as to increment value duty, and to the manner in which the Inland Revenue Commissioners have attempted to improve on the statute under which the duty is levied. A further instance is afforded by rule 3 (1) relating to the collection of the duty on the occasion of the grant of a lease, or the transfer on sale or passing on death of an interest in land, to which Mr. G. H. DEVONSHIRE called attention in a recent communication to the *Times* (26th ult.). The amount of duty payable on any particular occasion is sufficiently indicated in the Finance Act, 1910. It is one-fifth of the increment value accruing after the 30th of April, 1909, so far as it has not been paid on any previous occasion; or, in the case of a grant of a lease or a transfer or passing on death of an interest in land, a part of the duty proportionate to the term or interest (sections 1, 3 (3)). Rule 2, which applies primarily to the transfer on sale of the fee simple, provides that the duty "unsatisfied" on the occasion shall be "one-fifth of the increment value of the land after deducting from that one-fifth the amount of increment value duty which may have been paid on any previous occasion." This simply repeats what is stated in the Act, and it is needless to insert it in a rule. But rule 3 (1) goes further, and seeks to deprive the taxpayer of the deduction to which he is entitled under the Act. On the occasion of a grant of a lease, or transfer on sale or passing on death of any interest in land, the unsatisfied duty is to be one-fifth of the increment value of the land after deducting from that one-fifth one-fifth of the increment value on the last occasion (if any) on which duty was paid in respect of the interest under review." In the case of the grant of a lease the leasehold interest is the "interest under review," and since the interest is newly created, there can have been no previous occasion on which duty was paid in respect of it. Consequently, the full duty is payable on the increment value since the 30th of April, 1909, without deduction in respect of any duty which may have been previously paid. Since the Act expressly provides that on each occasion for collecting the duty credit is to be given for duty previously paid, it seems fairly obvious that this is a further instance of the draftsman of the rules seeking to override the statute. Of course, the statute, and not rules made under it, is the guide to the imposition of the duty.

The Declaration of London.

THE PRINCIPAL matter to which the attention of the Conference of the International Law Association was directed on Tuesday, and that of the greatest interest, was the reading of papers and subsequent discussion on the Declaration of London. The first paper read was one by Mr. ARTHUR COHEN, K.C. The case for and against the Declaration of London, and its essential connection both with the proposed International Appeal Court of Prize Law and with the Government's Prize Law Bill, have from time to time been matter of comment in these columns. Mr. COHEN, on the whole, expressed a modified approval of the Declaration. It is indeed difficult for English lawyers to be very enthusiastic on the subject. If it be desired to have an international Appeal Court for prize cases, then, of course, approval of the Declaration of London follows almost necessarily. Mr. COHEN wants the new Appeal Court. He said, "one of the cardinal questions which would have to be decided before the Declaration of London was ratified was, whether, in order to obtain uniformity of international law on matters which had given rise to, and were likely to occasion, grave international disputes, and in order to procure the signal advantage of an international court of appeal in prize cases, it was wise to adopt the rules laid down in the Declaration of London, as a fair compromise of divergent views arrived at after long and careful deliberation by the delegates of the principal naval Powers." That, of course, is the note of the declaration—it is a compromise. But Mr. COHEN was also careful to point out that several questions of first-rate importance are untouched by the declaration, and if the international court is set up and given jurisdiction over British cases, these questions would be decided for us by foreign jurists in accordance with their views of "the principles of justice and equity." A paper was next read by Sir JOHN MACDONELL, who is on

the whole in favour of ratifying the declaration. A vigorous note of protest was then struck by Dr. BATY, who—always picturesque and emphatic—had entitled his paper, "The Inadequacy of Litigation as a Protection against Cruisers." He said that "in view of the approval of the Declaration of London, root and branch, expressed by so many high authorities, it was with diffidence that one hazarded a contrary opinion." But he characterized the declaration as "a belligerent's declaration against neutrals, a naval declaration against merchants, and a theoretician's declaration against practical business people." In conclusion Dr. Baty thought that "the Declaration, in its claim to establish an ideally perfect set of rules, ignored the practically decisive considerations of evidence and costs. It thus unintentionally dealt one of the greatest blows that had been struck at the freedom of the seas. It constituted a step backwards in the history of international relations, and it must be doubted whether it would stand the test of war." In the course of the subsequent discussion, Sir J. GRAY HILL expressed the opinion that it might be best to accept the declaration in view of the doubt "as to whether there was any reasonable probability of amending it." But Mr. Justice PHILLIMORE protested against giving adherence to the declaration in full. He "was not for adhering to any clause which was a step backwards, and the clause authorizing the destruction of neutral vessels without bringing them into court for condemnation was such a step."

Wrongful Payment out of Court.

A CASE just decided by SWINFEN EADY, J. (*Re Morgan Williams, deceased*, reported elsewhere), raises the important question of the extent to which persons entitled to money in court are protected against loss through its being paid to the wrong persons. The principal enactment on this subject is section 5 of the Court of Chancery (Funds) Act, 1872. By this section "The Consolidated Fund of the United Kingdom shall be liable to make good to the suitors of the Court of Chancery all money in Court and all securities in Court . . . and all money and securities vested in the Paymaster-General for the time being by or in pursuance of this Act." The section then proceeds to enact that if the Lord Chancellor "certifies to the Treasury in writing that the Paymaster-General has failed to pay any money in Court, or transfer or deliver any securities in Court, required by any order of the Court of Chancery to be paid, transferred or delivered from his account, or has been guilty of any default with respect to such money or securities, the Treasury" is to put the Paymaster-General in funds accordingly. This Act was not repealed by the Judicature Acts, and by the Supreme Court of Judicature (Funds) Act, 1883, all funds in court were expressly declared to remain subject to the provisions of the Act of 1872. It will be observed that, in quite general terms, a State guarantee is given in respect of the safety of funds in court, and that, in equally general terms, any failure to comply with an order of the court as to making a payment out is sufficient to entitle an applicant to have funds made available for him. The matter is, therefore, entirely in the hands of the court (that is, the Chancery Division), and if the court chooses to discharge an erroneous order and make a new order requiring payment out to be made, the Paymaster-General must be placed in funds for the purpose, without regard to the fact that he may possibly have already paid away a fund under the erroneous and now discharged order: see *Slater v. Slater* (1888, in note (1897) 1 Ch., at p. 222), where the Treasury was held liable and a new order was made in lieu of the discharged order.

Refusal to Refund.

THE FACTS in *Re Morgan Williams, deceased*, though stated at some length in the judgment, may be briefly summarized by saying that, in 1889, when the petitioner was an infant of six months old, a fund to which she was entitled as one of three persons was divided into two parts instead of three, her existence being simply ignored through some unaccountable blunder in the use of the word "issue." An order was then made on insufficient evidence, and the fund was paid out to the two persons who were then represented as entitled. The petitioner

now asked that this order should be discharged, and that an order should be made in her favour for payment of a sum equal to one-third of the fund. The only question argued and decided was whether the Treasury could be compelled to make good the petitioner's loss, and the question of recovering anything from the two persons who had received the fund was not discussed. SWINFEN EADY, J., held that the Treasury could not be made liable, and he dismissed the petition. This decision does not appear to rest on any definite principle, and no one of the cases cited constituted any real authority. The learned judge, in giving the reasons for his decision, is reported as saying: "There may be cases in which the court itself is imposed upon by fraud or forgery, and the Paymaster-General in paying obeys the order of the court; and in such cases it may be right to discharge the order so improperly obtained, and leave the matter as if no order had been made. But the present is not a case of that kind." Reference was also made, earlier in the judgment to the fact that the Paymaster-General had not been "guilty of default." But the Paymaster-General need only have "failed to pay" in order to bring him (or the Treasury) within the scope of the enactment above quoted. It is submitted that, on principle, an order erroneously made—whether by reason of the court being imposed upon by forgery, &c., or by reason of omission to state the names of all persons entitled to a fund in court—should be discharged, at any rate where there is no question of interfering with vested interests, and a proper order should be made in its place. Had this view of the case prevailed, the liability of the Treasury or Paymaster-General would have followed automatically, without regard to the reason for a proper order being made.

Fugitive Offenders.

THE PROCEEDINGS in regard to the arrest of CRIPPEN have formed, and will continue to form, an interesting example of the application of the Fugitive Offenders Act, 1881. Under that Act a fugitive from one part of British dominions, if found in another part, is liable to be apprehended under an endorsed warrant or a provisional warrant, and returned to the part from which he is a fugitive. When a warrant has been issued at the place where the crime is committed, it may be endorsed by a judge of a superior court, or other official mentioned in the Act, of the place where the fugitive is found. A provisional warrant is originally issued where the fugitive is, or is expected to be, on such information as would justify the magistrate in issuing it if the offence had been committed within his jurisdiction. The issue of a provisional warrant has to be immediately reported by the magistrate, in the United Kingdom, to a Secretary of State, and, in a British possession, to the Governor, and the Secretary of State or the Governor may, if he thinks fit, discharge the person apprehended under the warrant. The fugitive, when apprehended, is to be brought before a magistrate, who hears the case in the same manner as nearly as may be, including power to remand and to admit to bail, as if the fugitive were charged with an offence committed within his jurisdiction. If such evidence is produced as, according to the law ordinarily administered by the magistrate, raises a strong or probable presumption that the fugitive committed the offence mentioned in the warrant, the magistrate commits him to prison to await his return, and sends a certificate of the committal, and such report of the case as he may think fit, to the Secretary of State or Governor. When the magistrate commits the fugitive to prison, he has to inform him that he will not be surrendered for fifteen days, and that he has a right to apply for a writ of *habeas corpus* or other like process. This is the procedure on an endorsed warrant. On a provisional warrant, the fugitive may be remanded from time to time for such reasonable time, not exceeding seven days at any one time, as under the circumstances seems necessary for the production of an endorsed warrant. On the expiration of the fifteen days, or if a writ of *habeas corpus* or other like process is issued, after the final decision of the court, the Secretary of State or the Governor, as the case may require, may, if he thinks it just, order the fugitive to be returned to the part of the British dominions from which he is a fugitive. The procedure applies to offences punishable by imprisonment with hard labour for a year or by any greater punishment.

Wireless Telegraphy.

THE MESSAGES by wireless telegraphy, which gave notice to the authorities at Scotland Yard of the presence of Dr. CRIPPEN on board *The Montrose*, and enabled them to take measures for his arrest in Canada, are a striking example of the mode in which the discoveries of modern science can be utilised in the pursuit of those who are charged with offences against the criminal law. More than sixty years have elapsed since Londoners read with astonishment of the manner in which JOHN TAWELL, accused of the murder of SARAH HART, was watched and followed by the police after his arrival in London on the day of the murder, in consequence of a telegram from Slough which reached London before the arrival of his train. In days when the telephone is one of the features of modern life it is not easy to understand why any fuss should be made over a conversation between two police officers at a distance of eighteen miles, and we may be only at the commencement of a period when every passenger steamer on the Atlantic will be in daily communication with the mainland. It is, however, quite possible that the development of wireless telegraphy may, to some extent, interfere with the labours of the detective police. A daily newspaper, printed on board *The Montrose*, and giving the latest news of Europe and the United States, could hardly be concealed from any particular passenger, and the day may come when the larger vessels may be able to print newspapers for the accommodation of those on board.

Limitation on the Recovery of Rent-charges.

THE decision of the Divisional Court (BRAY and COLERIDGE, J.J.) in *Shaw v. Crompton* (1910, 2 K. B. 370), that the remedy on a covenant for a rentcharge is extinguished in the same period as the title to the rentcharge, follows the principle of *Sutton v. Sutton* (22 Ch. D., 511). As is well known, the varying periods of limitation which apply to personal and real remedies have been a source of considerable confusion, and prior to the Real Property Limitation Act, 1874, it was possible for the personal remedy for arrears of interest on a sum of money charged on land to remain after the right to recover the arrears was gone. As regards the principal, it was unnecessary to make any distinction, since section 40 of the Real Property Limitation Act, 1833, provided twenty years as the period in which the right to recover the money against the land would be barred, and section 3 of the Civil Procedure Act, 1833, provided the same period as the limitation on the right to sue for the money on a covenant. But as regards interest the periods were different. In an action on a covenant the same period of twenty years applied to interest as to principal, and hence twenty years' arrears could be recovered; but this had to be construed with section 42 of the Real Property Limitation Act, 1833, by which six years was provided as the period in which an action or suit for arrears of interest in respect of money charged upon land could be brought. Inasmuch, however, as the two Acts were passed in the same year—the Real Property Limitation Act, 1833, being 3 & 4 Will. 4, c. 27, and the Civil Procedure Act, 1833, being 3 & 4 Will. 4, c. 42—it was settled after considerable controversy that though *prima facie* all remedies for sums of money charged on land and for interest were barred by c. 27, yet c. 42 introduced an exception as regards personal remedies in a covenant. As already stated, this did not matter as regards the principal, but the effect was that in proceedings against the land arrears of interest were limited to six years, while in proceedings on the covenant the period was twenty years: *Hunter v. Nockolds* (1 Mac. & G., 640).

Although the draftsman of the Real Property Act, 1874, had, or should have had, this question before him, and might have been expected to provide that it should not recur, yet, in fact, the changes effected by that statute raised it anew, this time as regards principal sums, and it became necessary to determine whether the shortened period of twelve years which was provided by section 8 of the Act of 1874 for the recovery of principal sums charged on land was to apply to all remedies alike,

or was to apply only to remedies against the land, leaving remedies on the covenant to the previous period of twenty years. On the one hand, there was the rule in *Hunter v. Nockolds* (*supra*), that the real and personal remedies might have their different periods of limitation; on the other hand, there was the consideration that the enactment of section 8 was not contemporaneous with, but long subsequent to, the Civil Procedure Act, 1833, and that the special reasoning which led to *Hunter v. Nockolds* was not relevant.

Section 8 of the Act of 1874 provides that no action or other proceeding shall be brought to recover any sum of money charged upon or payable out of land but within twelve years after a present right to receive the same shall have accrued. There is no restriction on the generality of these words, and it is not easy to treat the Civil Procedure Act, 1833, as introducing an exception into them. Probably the draftsman of the Act of 1874 did not realize that he was dealing with remedies which were subject to the limitation of the Civil Procedure Act, 1833, but it was held in *Sutton v. Sutton* (*supra*) that such was the result. The decision of Lord COTTENHAM in *Hunter v. Nockolds*, said COTTON, L.J., "might be right under the circumstances. He was driven to that by this consideration, that the one Act was only passed three weeks before the other; and, therefore, he said you must read the two together and take the later one only as an explanation of the other Act. I think we are not in any such difficulty here, because the section we have to construe is contained in an Act passed in the year 1874, and therefore there is no necessity for construing this so as to leave the same bar to an action on the covenant as that which is provided by section 42 of the earlier Act. There is no necessity to follow in this case the way in which Lord COTTENHAM dealt with the two Acts passed almost simultaneously." Hence it was decided in *Sutton v. Sutton* that section 8 of the Act of 1874 imposed the twelve years' limitation on all actions for the recovery of money charged on land, whether the remedy was against the land or on a covenant. But where the personal remedy is in simple contract, it remains subject to the six years' period under the Limitation Act, 1623, and this is not increased to twelve years by section 8 of the Act of 1874: *Barnes v. Glenton* (1899, 1 Q. B., 885).

Thus the effect of section 8 of the Act of 1874 has been to repeal section 3 of the Civil Procedure Act, 1833, as regards actions on covenants for the payment of principal sums charged on land, and this being so, it is probable that the section is impliedly repealed also as regards interest on such sums, so that the six years' period for arrears of interest provided by section 42 of the Real Property Limitation Act, 1833, now applies whether the remedy is against the land or on the covenant: see *M'Donnell v. Fitzgerald* (1897, 1 Ir. R. 556). But these considerations do not apply to arrears of rent reserved on leases under seal, and twenty years' arrears can still be recovered in a personal action on the lease, while only six years' arrears can be recovered by distress: *Darley v. Tennant* (53 L. T. 257).

Similar questions arise where, as in the present case of *Shaw v. Crompton* (*supra*), there is a rent charged on land and also secured by personal covenant. The rent might be regarded as a succession of sums charged on the land, and then an action on the covenant could be maintained at any time for the twelve years' instalments which had accrued due and were unpaid. But it is more correct to treat the rentcharge as "rent" within section 1 of the Real Property Act, 1874, so that the right to recover any payment of it is barred, and the title to it is extinguished, in twelve years from the last payment. And when this has occurred all right to recover in respect of the rentcharge against the land is gone: *Jones v. Withers* (74 L. T. 572).

But as regards the personal remedy on the covenant, the principle of *Hunter v. Nockolds* formerly applied, and although the period of twenty years barred the right to recover the rent as such, and only six years' arrears were recoverable against the land, yet on the covenant an action could be maintained at any time for arrears accruing within twenty years: *Manning v. Phelps* (10 Ex. 59). But now section 1 of the Act of 1874 bars in twelve years all actions to recover any rent, and there seems to be no reason to read this enactment in a more restricted way

than section 8. So BRAY, J., has held (COLERIDGE, J., concurring) in *Shaw v. Compton*, and it follows that the remedy on the covenant is barred, equally with the remedy against the land, so soon as the twelve years have run without payment of the rent or acknowledgment of title. The decision does not touch the further question whether, provided the action on the covenant is brought within twelve years, the arrears are recoverable for the whole twelve years or only for six; but it is probable that as regards arrears, also, the provisions of the Real Property Limitation Acts now govern all remedies, so that the six years' limit of section 42 of the Act of 1833 applies.

The Licensing Consolidation Act.

[COMMUNICATED.]

THIS ACT received the Royal Assent on Wednesday afternoon and will come into effect on the 1st of January next. The Bill was introduced in the House of Commons in February last and was afterwards referred to a representative joint committee of the two Houses, consisting of the Lord Chancellor and Lords MERSEY, KINNAIRD and SHEFFIELD, Mr. SIMON, K.C., Mr. CAVE, K.C., Mr. GEORGE YOUNGER, Mr. CHARLES ROBERTS and Mr. F. G. HINDLE. This committee had eight sittings, and ultimately presented a report in favour of the Bill, with certain amendments which had been unanimously agreed to, and the object of which was (1) to make the Bill represent more accurately the existing law, (2) to settle certain doubtful or disputed points, and (3) to introduce certain amendments on points of practice and procedure of a non-controversial kind.

The Bill with these amendments passed through committee at two sittings in the House of Commons, and was passed through all its stages in the House of Lords without opposition. The Lord Chancellor, in his speech on the second reading, stated that "there had been for many years complaints about the inextricable confusion of the statutes relating to licensing which had been a cause of trouble to the oldest practitioners at the Bar. The Bill was supported both by those who represented the temperance reformers and by those who represented the licensed trade. A joint committee of both Houses, of which he was appointed chairman, put the Bill into shape and made amendments, only one of which was a change in the law, and all the amendments which they recommended were accepted by the House of Commons. The only change which was made in the law was that, whereas before it was doubtful whether a licence being granted to a house which at any previous time had had a licence should be treated as a renewal, they had proposed that it should be treated as a renewal if the house had been licensed within a twelvemonth. He hoped that the success of this Bill might encourage other private members to do the same good work which had been done by private members on this occasion—namely, to put the tangle of our statutes into something like ordinary shape and thereby enable people to understand what the law was."

We understand that considerable assistance was given in the drafting of the Bill by the Council of the Incorporated Society of Justices' Clerks for England and Wales on the suggestion of their President, Mr. F. G. HINDLE, M.P., clerk to the Darwen Borough Justices. There is no doubt that the Act will be welcomed as a most useful contribution to the codification of the law, not only by the legal profession, but also by all who are interested in the administration of the licensing laws.

We are glad to hear that to the same joint committee of the two Houses there has also been referred a further Bill for the codification of the law of perjury, which has been introduced in the House of Lords by the Lord Chancellor, who is desirous in this way of gradually securing the codification of the whole of the criminal law—the next branch which he proposes to deal with being the law of forgery.

Reviews.

Books of the Week.

Law of Waters.—The Law Relating to Waters, Sea, Tidal, and Inland, including Rights and Duties of Riparian Owners, Canals, Fishery, Navigation, Ferries, Bridges, and Tolls and Rates thereon. By H. J. W. COULSON, B.A., and URQUHART A. FORBES, Barristers-at-law. Third Edition. Sweet & Maxwell (Limited).

Easements.—A Treatise on the Law of Easements. By JOHN LEYBOURN GODDARD, Barrister-at-Law. Seventh Edition. By the

Author and NOEL LEYBOURN GODDARD, Barrister-at-law. Stevens & Sons (Limited).

Land Taxes.—Finance (1909-10) Act, 1910; Land Taxes and Mineral Right Duties, from a Surveyor's and Valuer's Standpoint, with Practical Examples and Sketches. By THOMAS MOFFET (of the Estate and Land Agents' Department, London & North-Western Railway Co.). John Murray.

Companies.—Companies Nineteenth General Annual Report. By the Board of Trade (presented pursuant to Act of Parliament) Ordered by the House of Commons to be printed 13th of June, 1910. Eyre & Spottiswoode (Limited); Wyman & Sons (Limited).

Correspondence.

The Public Trustee.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We recently suggested to the Public Trustee that when it becomes necessary to prove in the course of legal proceedings that a banking company or other corporate body has obtained the approval of the Public Trustee and the Treasury to act as custodian trustee under section 4 (3) of the Public Trustee Act, 1906, and rule 36 of the Public Trustee Rules, 1907, it would save both time and money if the parties concerned were able to obtain a certificate that the banking company or other corporate body in question was duly qualified to act as custodian trustee and had complied with the Treasury regulations. We enclose a copy of the reply which we have received from the Public Trustee's office which may be of interest to some of your readers.

HICKSON, MOIR & JEAKES.

Blomfield House, 52, New Broad-street, London, E.C., Aug. 2.

The following is the letter referred to:—

[COPY]

L.J.F./C.

Public Trustee Office, 3 & 4, Clement's-inn, Strand, London, W.C., July 27, 1910.

RE CUSTODIAN TRUSTEES.

Dear Sirs,—I am directed by the Public Trustee to advert to your letter of the 22nd inst., and to state that he will be willing to follow the precedent to which your refer and issue certificates where banking companies are authorized to act as custodian trustee under section 4 of the Public Trustee Act, 1906.

The charge to cover the expenses of such certificate will be at the rate of 5s.—I am, dear Sirs, yours faithfully,

L. J. FULTON, Principal Clerk.

Messrs. Hickson, Moir & Jeakes,
Blomfield House, 52, New Broad-street, E.C.

New Orders, &c.

Rules of the Supreme Court (July), 1910.

The following draft Rules are published pursuant to the Rules Publication Act, 1893.

Order XXII. Rule 15.

1. Order XXII., Rule 15, shall be read as if in lieu of the words, "settlement or compromise or payment into Court," the words, "settlement compromise payment into Court or otherwise" were inserted.

Order XXXV. Rule 4.

2. Order XXXV., Rule 4, shall be read as if after the words "from the district registry," the words "and all costs shall be taxed in the district registry" were inserted, and as if all the words after "otherwise direct" were left out.

Order XXXV. Rule 6A.

3. Order XXXV., Rule 6A, shall be read as if after the word "Manchester" the words "or where a summons is issued in either of those district registries for the taxation of the costs of a solicitor under any statute or otherwise" were inserted, and as if after "Taxing Master" the words "of the Supreme Court" were inserted.

Order XXXVI. Rule 16.

4. Order XXXVI., Rule 16, shall be read as if after the word "Middlesex" the words "Manchester and Liverpool and such other places as the Lord Chancellor shall from time to time direct" were inserted.

[Order XLVI. Rules 4 and 11.]

5. Order XLVI, Rules 4 and 11, shall be read as if after the words "Central Office" in those Rules the words "or any district registry" were inserted.

6. These Rules, which shall come into operation on the 12th of October, 1910, may be cited as the Rules of the Supreme Court (July), 1910, and each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

CASES OF LAST SITTINGS. Court of Appeal.

WHINNEY v. MOSS STEAMSHIP CO. No. 1. 8th and 9th June;
23rd July.

BILL OF LADING—LIEN—UNSATISFIED FREIGHT DUE BY LIMITED COMPANY—FURTHER SHIPMENT BY RECEIVER AND MANAGER OF COMPANY—CLAIM BY SHIPOWNERS TO EXERCISE LIEN AS AGAINST RECEIVER AND MANAGER.

For a number of years prior to 1909 a brewery company had shipped beer to their agents at Malta by the defendants' line under bills of lading which contained a clause giving the shipowners a lien on the goods shipped, not only for the freight due thereon, but also in respect of any previous unsatisfied freight due from shippers or consignees. In January, 1909, the plaintiff was appointed in proceedings by debenture-holders' receiver and manager of the brewery company, and shortly afterwards shipped a consignment of beer to Malta. There was at that time due for previous freight a sum of £171 owing from the brewery company to the shipowners, and the latter claimed to exercise a lien upon the particular shipment in respect of that previous unsatisfied freight. To free the goods for delivery to their agent the plaintiff, under protest, paid the £171, and brought the action, claiming the return of the money so paid.

Held, that the plaintiff was entitled to judgment. The plaintiff was the representative and agent of the debenture-holders, who were in the position of mortgagees of the company. There was no unsatisfied freight due from the mortgagees to the shipowners, and therefore the latter could not exercise a lien on the debenture-holders' goods for a debt due from the company, in respect of which the shipowners were unsecured creditors.

Decision of Hamilton, J. (54 SOLICITORS' JOURNAL, 291; 15 Com. Cas. 114) reversed.

The plaintiff, who was the receiver and manager of Ind, Coope, & Co. (Limited) claimed the sum of £171 as money had and received to the use of the plaintiff under the following circumstances:—"The Brewery, Burton-on-Trent, 13th of January, 1909.—Please deliver ale as below, charging to yours respectfully, Ind, Coope, & Co. (Limited). By Arthur F. Whinney, receiver and manager, C.C.C., Ind, Coope, & Co. (Limited), c/o. Turnbull, jun., and Somerville, Strata, Reale, Valetta, Malta." In their reply the defendants said: Please check the enclosed bill of lading and if found incorrect please return it to us immediately, as otherwise we can take no responsibility." The bill of lading contained a clause to the effect that the shipowners should have a lien and right of sale by public auction over the goods shipped thereunder, not only for the freight and charges due thereon, whether payable in advance or not, but also for all amounts in anywise to become payable to them, and also in respect of any previously unsatisfied freight. The ale was duly shipped under that bill of lading, and as the defendants had a claim against Messrs. Ind, Coope, & Co. (Limited), amounting to £171 for unpaid freight in respect of former shipments, they claimed to exercise their lien for it upon the particular shipment, and refused to deliver the ale unless the amount due was paid. The plaintiff paid the amount under protest, and claimed in the action the sum so paid. Hamilton, J., held that the defendants were entitled to exercise the lien. The plaintiff appealed.

THE COURT allowed the appeal, FLETCHER MOULTON, L.J., dissentiente.

VAUGHAN WILLIAMS, L.J., said that in this case he had read the judgments about to be delivered. He agreed with that of Buckley, L.J., which expressed much better than he could the same views that he himself had expressed during the argument.

FLETCHER MOULTON, L.J., in giving judgment, after stating the facts, said that the clearest way of presenting the point in issue seemed to him this: It was admitted by the parties to the action that if there had been no appointment of a receiver and manager, the defendants would have had the right of lien they claimed, because in that case Ind, Coope, & Co. (Limited), would have been both shippers and consignees. But it was contended by the plaintiffs that the fact that a receiver and manager of the business of the brewers' company had been appointed changed the rights of the shippers and prevented them acquiring the lien claimed. His lordship then examined in turn the grounds upon which this contention was rested, and in conclusion said he thought the decision of Hamilton, J., that the defendants had a lien on this ship-

ment was right, and therefore, in his opinion, the appeal should be dismissed.

BUCKLEY, L.J., dissented from that view. He said the question in this case, other than the question of costs, was academic—unless the facts were, as he understood was the case, that the shippers' remedy against the company as debtors was not worth 20s. in the pound. Under these circumstances the contest was really whether the shipowners, being unsecured creditors for unsatisfied freight, had by virtue of this transaction with the receiver become creditors holding security upon the goods. If they had, they ranked for payment not only in priority to the other unsecured creditors of the company, but also to the debenture-holders, who had taken possession. Two questions arose, or might arise—(1) Whether Mr. Whinney did by this transaction give the defendants security? and (2) whether, if he did so, he acted without having obtained the leave of the court? An answer in the negative to either of these two questions would determine the appeal in favour of the appellant. In his lordship's opinion both should be answered in the negative. What Mr. Whinney did in fact was to give the order to ship the goods upon the terms of the bill of lading. And his lordship agreed that the company were in this transaction the consignees, but not in the sense in which the defendants sought to establish that they were. The debenture-holders had intervened, and by a receiver appointed by the court had taken possession. The shipper was not the mortgagor company, but the mortgagees by their receiver dealing with the assets of the company. The defendants had notice that this was so. The persons to whom the ale was to be delivered were in the letter described as Ind, Coope, & Co. (Limited), but that was the same Ind, Coope, & Co. (Limited), who signed the letter, and was that company by Mr. Whinney as receiver and manager. The shippers and consignees were the same person, and that person was not the mortgagor, but the mortgagees by their receiver.—COUNSEL, Leck, for the plaintiff; Leslie Scott, K.C., and Robertson Dunlop, for the defendants. SOLICITORS, Davidson, & Morris; Rawle, Johnstone, & Co., for Hill, Dickinson, & Co., Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re MORGAN WILLIAMS (DECEASED). Swinfen Eady, J. 30th July.

FUNDS IN COURT—PAYMENT-OUT TO WRONG PERSON—LIABILITY OF CONSOLIDATED FUND.

If the Paymaster-General, acting strictly in accordance with an order of the court obtained without fraud or imposition, pays money out of court to someone to whom it does not belong, then even though the order was made in the absence of the person really entitled, such person has no right to have the fund to which he is entitled paid out to him, or to have the previous order discharged, nor any right against the Paymaster-General or the Consolidated Fund.

This was a petition seeking, substantially, payment out of the Consolidated Fund of a sum which the petitioner would now have been entitled to have paid out of court to her but for the fact that it had already been paid out under an order of the court made in the absence of the petitioner to persons who were not entitled to it. The circumstances under which the sum was paid into court and the circumstances under which it was wrongly paid out can be shortly stated as follows: Under the will of the petitioner's great-grandfather, Morgan Williams, real and leasehold property was divided equally between the testators three children as tenants in common "and from and after the decease of my said three children leaving issue then surviving unto such issue respectively and their heirs, executors, administrators and assigns for ever." On the death of the testator's son, William Williams, his issue then living were a son James, a daughter Madeleine, and a granddaughter, the present petitioner, then an infant under five months old. By an order of Stuart, V.C., made in 1863, capital money arising out of a mining lease of part of the devised property was directed to be paid into court to the credit of "ex parte the Issue of" the three children of the testator by name. Under other orders made from time to time by Malins, V.C., other sums were paid into court, and the sums in court were dealt with on the footing, as it would appear from the titles of the accounts, that the word "issue" in the will meant "children." The dividends on the one-third share of the testator's son William Williams in the funds in court were paid to him during his life, and after his death on the 13th of June, 1889, a petition was presented by his executrix and his two children James and Madeleine to pay out the capital of the fund to these two children; the petition was heard by Kay, J., on the 3rd of August, 1889. The petition alleged that "there was issue of the marriage of William Williams three children and no more" (namely, James and Madeleine and a son who had predeceased his father). It did not disclose the fact that there was further issue—namely, a grandchild, the present petitioner. The affidavit in support of the petition disclosed no more. Kay, J., made an order on the petition dividing the capital of William Williams one-third share into moieties, paying out one moiety to James and the other to Madeleine. It was this division of which the petitioner now complained. Subsequently, in connection with the payment out of the one-third share of Ellis Williams, another of the testator's three children, a question was raised as to the true meaning of the word "issue" in the will, and by an order made by Farwell, J., on the 27th of June, 1903, the court declared "that according to the true construction of the will of the

testator Morgan Williams, and as regards the gift over, the word "issue" is not to be confined to the children, but includes all descendants, however remote, of Ellis Williams, living at his death." The petitioner now claimed to have the same construction put upon the will so far as regarded the one-third share of her grandfather William Williams, and that an order might be made on that footing as if the fund were still in court.

SWINFEN EADY, J., dealt fully with the facts in his judgment, and proceeded: If Mr. Justice Kay was of opinion that "issue" meant children, as apparently Vice-Chancellor Malins was, his order upon that footing would have been quite right, and it would also have been right if the two children were the only issue of the marriage of William Williams living at his death, and there was evidence to that effect before him, on which he acted, and no evidence to the contrary. The petitioner, however, contends that as she was living at the date of her grandfather's death she had an absolute right to one-third of the fund, and that it is no answer to her claim for payment to say that her fund has already been paid away to the wrong person. She contends that having regard to the true construction of the Court of Chancery (Funds) Act, 1872, and the Supreme Court of Judicature (Funds, &c.) Act, 1883, the Consolidated Fund is liable to make good to the suitors of the court the money due to them, and that she is now entitled to such an order as will enable her to obtain payment in due course out of the Consolidated Fund. This is disputed by the Commissioners of His Majesty's Treasury, who have been made respondents to the petition. Formerly the several Masters of the Court of Chancery had the custody of all moneys and effects deposited in court in the suits referred to them, and the Usher took charge of any property brought into court in suits which had not been referred to the Masters. The Usher and the Masters were responsible for what they received, and were bound to distribute the property entrusted to them in compliance with the orders of the court. But in the meantime they employed the money in their hands for their own benefit. This practice continued until a period arrived when it was found that several of the Masters were unable to comply with the directions of the court. Various measures were then devised to remedy the past and to provide for the future. By the Act 12 Geo. 1, c. 32, an Accountant-General of the Court of Chancery was appointed, and he was to stand and be in the place and room of the Masters and Usher of the court, and not to meddle with the actual receipt of any money, but only to keep the account at the bank, and not to be answerable for any money or effects which he should not actually receive, and the Bank of England was to be answerable for all the monies and effects of the suitors actually received by them. By 54 Geo. 3, c. 14, it was provided that property vested in the Accountant-General should vest from time to time in his successor and that all acts done by any Accountant-General under any order or decree of the Court of Chancery, touching any real or personal estate, property or effects, the interest whereof was by that act vested in the Accountant-General should be deemed valid and effectual. The Accountant-General was therefore not under any liability to suitors, as he did not actually receive any money or securities. The office of Accountant-General of the High Court of Chancery was abolished by the Court of Chancery (Funds) Act, 1872, and it was thereby provided that Her Majesty's Paymaster-General should perform all the duties and exercise all the powers of the Accountant-General. This is the principal statute under which the petitioner claims. By section 5 of that Act it is provided that: "The Consolidated Fund of the United Kingdom shall be liable to make good to the suitors of the Court of Chancery all money in court and all securities in court, whether the same have been paid, transferred or deposited into or in court before or after the commencement of this Act, and all money and securities vested in the Paymaster-General for the time being by or in pursuance of this Act; and if the Lord Chancellor, either with or without a representation made to him by any suitor of the Court of Chancery, certifies to the Treasury in writing that the Paymaster-General has failed to pay any money in court, or transfer or deliver any securities in court, required by any order of the Court of Chancery to be paid, transferred or delivered from his account, or has been guilty of any default with respect to such money or securities, the Treasury shall cause to be paid out of the growing produce of the Consolidated Fund into the Bank of England to the credit of the Paymaster-General for the time being on behalf of the Court of Chancery, such sum of money as may be certified by the Lord Chancellor in writing to be required to pay the money so required to be paid, or to replace the securities so required to be transferred or delivered or to make good such default." Then by section 6 it is provided that: "Where under any Act (whether passed before or after the commencement of this Act), or otherwise, any money or securities would, if this Act had not been passed, be capable of being paid, transferred or deposited to, or into, or in the name of, or to the account or credit of, or with the privity of the Accountant-General of the Court of Chancery or the Accountant-General of the Court of Exchequer, or to or into or in the Court of Chancery, the same shall after the commencement of this Act be paid, transferred or deposited to the credit or account of or with the privity of the Paymaster-General for the time being on behalf of the Court of Chancery, and shall be subject to the like trusts, orders, directions, powers, and provisions as if he were the Accountant-General of the Court of Chancery or Court of Exchequer, as the case may be, and the orders of the Court of Chancery relating thereto shall have the same effect as the like orders of the Court of Chancery or Court of Exchequer would have had if this Act had not passed." The same Act provides for the creation of the deposit

account, for allowing suitors interest on money placed on deposit, and (by the latter part of section 14), "The Consolidated Fund of the United Kingdom shall be liable to make good all moneys so placed in the hands of the Commissioners for the Reduction of the National Debt, and the interest payable on sums placed on deposit, in like manner as it is liable to make good money in court." Then by the Supreme Court of Judicature (Funds) Act, 1883, which constituted one accounting department for the Supreme Court of Judicature, it is provided that the funds and securities paid and transferred to the Paymaster-General shall be held by him in trust to attend the orders of the court in regard thereto and that the Consolidated Fund shall be liable to make good to the suitors of the Court the moneys and securities so transferred, paid or placed to the credit of the Paymaster-General. The effect of the statutory provisions is that money and securities in court are held in trust to attend the orders of the court; that all acts done (including payments made) by the Paymaster-General under any order of the court are protected, and are to be deemed valid and effectual; and except so far as moneys and securities are paid and transferred under orders of the court, and therefore protected, the Consolidated Fund is liable to make good to suitors all moneys and securities. The moneys in question have already been paid away by the Paymaster-General, pursuant to an order of the court, to the persons whom the judge considered to be absolutely entitled thereto. The Paymaster-General has not been "guilty of default." There has not been any misfeasance or carelessness, or even any error whatsoever attributable to the Paymaster-General or anyone under his superintendence. He has implicitly obeyed the order of the court and paid according to its tenor to the persons entitled to receive payment under the order. There has not been any slip of any kind so far as he is concerned, nor has he been imposed upon in any way. In *Re Dangar's Trusts* (41 Ch. D. 178) a slip was made in drawing up an order, in consequence of which dividends were paid to a tenant for life on funds to a portion of which she was not entitled. In giving judgment on a petition brought by the person entitled who was an infant at the date of the payment, Stirling, J., said (at p. 186): "As regards the Paymaster-General the petition is unfounded. . . . He simply did what he was ordered to do. . . . It does not seem to me that he can be held liable in any way." Thus, although money had been paid away under an order of the court to the wrong person, the infant did not obtain repayment from the Treasury. In this case Stirling, J., followed the opinion of Lord Cairns in *Jones v. Jones* (1901, 1 Ch., at p. 464, n.) where money had been paid out of court to a wrong person and an attempt was made to obtain payment out of the Consolidated Fund, and an application was made to the Lord Chancellor for a certificate that the Paymaster-General had been guilty of default, a slip was made in the office of the Paymaster-General, but Lord Cairns held that the petitioner should have obtained a stop order, and not having done so could not complain of any default, as against him, of the Paymaster-General. That case was followed by Kekewich, J., in *Bath v. Bath* (1901, 1 Ch. 460). In the cases in which the Treasury have been held liable to make good out of the Consolidated Fund a sum paid to a wrong person, the Paymaster-General has not been able to justify the payments actually made under any order of the court. Thus, in *Slater v. Slater* (1897, 1 Ch., at p. 213, 222) payment was made under a forged power of attorney. The Paymaster-General was deceived by the forgery, and the payment was not made according to the tenor of the order. Again, in *Marsh v. Joseph* (1897, 1 Ch. 213) the Paymaster-General had been deceived and had not paid according to the tenor of the order. Under these circumstances the claim to relief against the Treasury was not disputed. Trustees who distribute a fund under the direction of the court are exonerated from further liability; and the court only holds and guards the funds under its control for the purpose of being ultimately paid to the persons whom it may judge entitled to the same. There may be cases in which the court itself is imposed upon by fraud or forgery, and the Paymaster-General in paying obeys the order of the court; and in such cases it may be right to discharge the order so improperly obtained and leave the matter as if no order had been made. But the present is not a case of that kind. His lordship therefore held that the petition must be dismissed, but the petitioners not asking for their costs, without costs. —COUNSEL, Mickleth, K.C., and J. E. Harman for the petitioner; Kenneth Wood for one of the parties to whom payment was alleged to have been wrongly made; C. H. Sargant for the Treasury. SOLICITORS, Gribble, Oddie & Co.; Atkey, Clarke & Atkey; Treasury Solicitor. [Reported by PERCY T. CARDEN, Barrister-at-Law.]

Re ROBERT FORREST (DECEASED). FORREST v. FORREST.
Parker, J. 25th July.

WILL—ENGLISH TRUSTEES—DEVISE OF REALTY SITUATE IN SCOTLAND—POWERS CONFERRED BY SETTLED LANDS ACT, 1882-1890—ORDER OF ENGLISH COURT—"NOBILE OFFICIUM."

As the Scotch Trusts Acts do not apply to English Trusts, it is necessary to invoke the "nobile officium" of the Court of Session in order to confer formal authority upon English trustees to deal with land situate in Scotland.

Robert Forrest, by his will, dated in 1907, after appointing executors and trustees thereof, and after making certain specific bequests, devised his real estate, situate in the counties of Glamorgan, Berks, and Lanark, upon trust that his trustees should, at such times and in such manner as they should think best, sell the same, but with power to

postpone such sale for such time as they should in their discretion think fit, and he declared that as to any part of his real and leasehold estates for the time being remaining unsold, his trustees should have the same powers of granting occupation, building, and mining leases, and of accepting surrenders, as were by law conferred on tenants for life of English settled estates. This summons (which was heard in chambers) was taken out by the trustees for a "declaration that it was expedient in the interests of the beneficiaries under the said will, that the trustees of the said will should have power to deal with the lands of the said testator, situate in Scotland, devised by the said will by granting feus thereof in accordance with the custom of the locality in which the said lands are respectively situate, and that by the law of England, so far as it controls the trusts of the lands devised by the said will, such feus might be made of the said lands under the Settled Lands Acts, 1882 to 1890, but the said Acts do not extend to property in Scotland; and for an order that the plaintiffs as trustees of the said will, or other the trustees or trustee thereof for the time being, be empowered to apply at any time or from time to time to the proper court or courts in Scotland for all necessary relief to enable them to give effect to the declaration, and particularly to obtain power and authority to enable the granting, with regard to the lands in Scotland devised by and subject to the trusts of the said will, of feus for building purposes or for such further or other order in the premises as the court may think fit." It was pointed out on behalf of the trustees that the facts in this case were similar to those in the cases of *Allan's Trustees* (1897, 24 Decisions in the Court of Session, 718), and *Pender's Trustees* (1907, Session Cases, 207), in both of which cases the Court of Session, in the exercise of its "*nobile officium*" (i.e., its extraordinary equitable jurisdiction), empowered English trustees in the one case to sell, and in the other to grant feus of, land situate in Scotland upon production by the trustees of an order of a judge of the High Court in England, declaring that it was expedient in the interests of the beneficiaries that the trustees should have power to deal with such lands.

PARKER, J., made the order asked for in the summons.—COUNSEL, J. G. Wood; H. Johnson. SOLICITORS, Williamson, Hill, & Co., for E. B. Reece & Sons, Cardiff.

[Reported by F. BRIGGS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BAGNALL v. BAGNALL AND HOBBS. Evans, P. 26th July.

DIVORCE—GUARDIANSHIP OF INFANTS ACT, 1886 (49 & 50 VICT. c. 27), s. 7.—DECLARATION PRAYED FOR AGAINST GUILTY WIFE—REFUSED.

It is necessary to show that the respondent has been guilty of outrageous conduct before the court will make a declaration under section 7 of the Guardianship of Infants Act, 1886.

Petition by a husband for divorce on the ground of wife's adultery with the co-respondent. The respondent had denied the charge by her answer, but the co-respondent put in no answer. The suit was undefended at the hearing. The facts are of no interest, but the petitioner, *inter alia*, asked the court to declare that the respondent was unfit to have the custody of the two eldest children, under section 7 of the Guardianship of Infants Act, 1886 (49 & 50 VICT. c. 27). Counsel for the respondent resisted such an order, and submitted that in cases where such a declaration had been made the respondent had been guilty of outrageous conduct. There was no reported case of a declaration against a wife. He cited and discussed *Handford v. Handford* (63 L. T. 256), *Skinner v. Skinner* (36 W. R. 912, 13 P. D. 90), *Woolnoth v. Woolnoth* (1902, 18 T. L. R. 581), *Wheley v. Wheley* (1891, 64 L. T. 839), *Hitchings v. Hitchings* (67 L. T. 530), and *C. v. C.* (22 T. L. R. 26). Moreover, the children were seventeen and fifteen years of age respectively, and had a right to choose with which parent they would live on attaining the age of sixteen: *vide Mozley-Stark v. Mozley-Stark (now Hitchins) and Hitchins* (1910, P. 190). Counsel for the petitioner said that his client had brought the proceedings in the interest of the children, not only with regard to their custody, but also in respect to a future variation of settlements in their favour.

EVANS, P., having pronounced a decree *nisi*, with costs, against the respondent and co-respondent, and given the custody of the two children to the petitioner, said that it was the first time such a declaration had been applied for against a wife. In one sense the order did not take effect against the respondent until after the petitioner's death, but in another sense it inflicted a stigma upon a person. The petitioner's counsel had been unable to distinguish the present case from others which presented no exceptional features. It was not suggested that the respondent was not sorry for the sorrow which she had brought upon her children and husband. If he (his lordship) made such a declaration in the present case he would have to make it in others. He refused to place the stigma upon the lady, and declined to make the declaration.—COUNSEL, Grazebrook; Le Bas. SOLICITORS, Pepper, Tangye, & Co.; Davenport & Co.

[Reported by DIGBY COTTE-FREEDY, Barrister-at-Law.]

Lord Collins has had a serious illness, and is still confined to his bed, but is stated to be progressing satisfactorily.

Societies.

The International Law Association.

The annual conference of the International Law Association was opened this week at the Guildhall, when the Lord Mayor attended in state to welcome the delegates. Lord Justice Kennedy presided, and amongst others present were the Lord Chief Justice, Lord Gorell, and Mr. Justice Phillimore.

LORD JUSTICE KENNEDY read his presidential speech on "The Unification of Law." After referring to the proposed unification of the law of bills of exchange, he said that the progress of international arbitration had always held a prominent place in their proceedings. The foundation of the association, as well as of the Institut de Droit International, followed closely upon the famous Geneva arbitration between Great Britain and the United States of America. That event drew the attention of many thoughtful men both in Western Europe and America to the great possibilities for good which lay in giving popularity and practical shape to the idea of international arbitration. He was inclined, indeed, to believe that the origin of both the associations might truly be referred to the interest and the hopes which the Geneva arbitration aroused among the lovers of peace.

After a paper by Dr. W. EVANS DARBY on "International Arbitration" and another by Dr. W. R. BISSCHOP on "A School for International Law," a paper by Mr. ARTHUR COHEN, K.C., on "The Declaration of London" was read. He thought that the article relating to the destruction of neutral prizes ought to have contained a proviso to the effect that the mere fact of the cruiser's being unable to provide a prize crew should not justify her destruction, and he also thought that the *bond-fide* and out-and-out sale of merchant ships in contemplation of or during war should be allowed. Further, it was, in his opinion, to be regretted that some sanction had not been given, by reference or otherwise, to M. Renault's report, which to some extent qualified and supplemented the provisions of the Declaration. He was sensible, however, that these and some few other objections which he had raised were of comparatively minor importance, and also that their validity would probably be disputed and perhaps disproved by jurists of far greater weight than himself. The Declaration contained two complete and admirable codes of the law of blockade and contraband. The provisions in the Declaration might be considered on the whole, as far as they went, partly a very able exposition of existing laws, and partly a very fair and equitable compromise of divergent views. But the Declaration left three important questions unsettled—Was the rule of 1756 to be maintained? what constituted the enemy character of the owner of goods on board merchant ships? and in what circumstances and subject to what conditions should the conversion on the high seas of merchant ships into warships be allowed? It would be for the Government and Parliament to determine whether, with a view to the immediate establishment of the International Prize Court of Appeal, these three questions should be left to be decided by that court, in accordance with the principles of justice and equity, or whether the existence of that court should be deferred until these questions should have been settled by means of diplomatic negotiations or at another International and Naval Conference. He doubted, however, whether that important question could be usefully discussed before it was known whether it had been the subject of negotiation between Great Britain and the other principal naval Powers. Whatever might be determined as to the ratification of the Declaration of London, the International Naval Conference of London would be ever memorable in the annals of international law as having framed two complete and admirable codes of the law of blockade and contraband, and as having established on sound principles the important rules relating to compensation and the resistance to search.

SIR JOHN MACDONELL read a paper on the same subject, and Dr. T. BATY read a paper, in which he said that, while offering to the learned and eminent persons who framed the Declaration the most genuine and warm tribute of admiration for the genius which had made it so elaborately complete a code, speculatively regarded, the conclusion was borne in upon one that the Declaration, in its desire to establish an ideally perfect set of rules, ignored the practically decisive considerations of evidence and costs. It thus unintentionally dealt one of the greatest blows that had been struck at the freedom of the seas. It constituted a step backwards in the history of international relations, and it might be doubted whether it would stand the test of war.

MR. JUSTICE PHILLIMORE protested against giving adherence to the Declaration in full. There were many parts of it which might well be adhered to, though not perfect. But he was not for adhering to any clause which was a step backwards, and the clause authorizing the destruction of neutral vessels without bringing them into court for condemnation was such a step.

In the evening the association were entertained at dinner by the President, Vice-president, and Council of the Law Society at the Society's Hall. The President was in the chair, and among those present were the Lord Chief Justice, Lord Justice Kennedy, Lord Gorell, Mr. Justice Pickford, Lord Mersey, and Mr. Justice Walton.

THE PRESIDENT, in proposing the toast of the association, said that the whole civilized world was under a debt of gratitude to those who had promoted the substitution of law for force.

LORD ALVERSTONE, in responding, said it was a source of no little pride to those who remembered the small beginnings of the association to witness now the great influence exercised by the association, whose

papers and reports he knew had had great weight with those persons who had formed the now well-established procedure at The Hague.

On Wednesday a paper on "Workmen's Compensation" was read by Sir JOHN GRAY HILL. In considering what conduct of the employee should be a bar to a claim, he suggested a middle course, which should be that serious misconduct should bar the claim. He also urged that illegitimate dependants should be excluded altogether. With regard to the receipt by injured persons or the dependants of those killed of payments of lump sums in satisfaction of their claims, there were very serious objections. Some machinery ought to exist for spreading the payment when advisable over a long period. He was in favour of a reference of disputes to the ordinary local courts of justice, such as, in England, the county courts. He recommended that only one appeal should be allowed. He was strongly in favour of providing for sickness and disease as well as accident, and that this should be accomplished by a system of insurance to which both employers and employees should contribute.

Papers were also read by Mr. LOUIS FRANCK and M. AUTRAN on "The Liability of Shipowners," and by Mr. MIGNAULT, K.C., on "The Modern Conception of Civil Responsibility." In the afternoon Mr. J. E. R. STEPHENS read a paper on "The Harter Act and the Bills of Lading Legislation," dealing with the limits of State interference with maritime contracts; and Mr. JUSTICE WALTON also contributed a paper on the same subject. He said that Sir George Jessel, in a famous judgment in 1875, said that judges should not lightly set aside contracts on the ground that they were against public policy, because one thing which public policy did require was that men of full age and of competent understanding should have full liberty to make contracts, which should be enforced. It was common knowledge that much business was done on contracts of insurance which were unenforceable at law, but some of these contracts were liable to grave abuses, and it was under consideration whether they should not be made not merely void, but unlawful. Freedom of contract was essential to the healthy development of maritime trade, and any interference with such freedom should not be attempted unless it was manifestly necessary in the public interest. The conditions operating in maritime trade were extremely complex and obscure, and were always changing, and any interference with freedom of contract in that branch of commerce might have unexpected consequences. It was notorious that laws had been made to regulate trade in what was supposed to be the public interest, and yet those very laws had aggravated the evils which they had been expected to remove.

A discussion ensued, in which Sir J. GRAY HILL, Mr. JUSTICE PHILLIMORE, and Lord ALVERSTONE took part.

In the evening the members of the association were entertained at dinner by the Treasurer and Benchers of Lincoln's Inn.

Obituary.

Mr. F. Marshall, K.C.

The death is announced of Mr. Frederic Marshall, K.C. He was educated at the London University, and was called to the Bar in 1870, and joined the North Wales and Chester Circuit, of which he was the leader at the time of his death. From 1884 to 1892 he acted as a Revising Barrister. He became a K.C. in 1893. His chief speciality was the law of rating, and for many years he was engaged in important assessment appeals.

Legal News.

Appointments.

Mr. T. M. PERCIVAL, of the firm of Messrs. Howes, Percival, and Ellen, Northampton and Towcester, has been appointed Registrar of the County Court for the Northampton district in succession to the late Dr. J. J. Faulkner.

Mr. CHARLES GEORGE WARD, of Buluwayo, barrister-at-law, has been appointed to a judgeship at Johannesburg by the Union Government. He was called to the Bar in 1890.

Changes in Partnerships.

Dissolutions.

EDMUND JOSEPH BELLORD, ARTHUR COVENEY, WALTER JOSEPH SYNNOTT, and JOHN MAURICE FIGGIS, solicitors (Bellord, Coveney, Synnott & Figgis), 13, Old Cavendish-street, Cavendish-square, London. July 31. The said John Maurice Figgis is retiring from practice as a solicitor.

FREDERICK CECIL GURNEY CHAMPION, ALBERT EDWARD GURNEY CHAMPION, ALFRED JOHN HART, and GEORGE READE, solicitors (Champions, Hart, Reade & Co.), Brighton, Eastbourne, and in conjunction with William Bertram Kennett, solicitor, as Champions, Hart, Reade & Co., at 44, Chancery-lane, London. July 27. The London business will be carried on by Mr. Hart, Mr. Reade, and Mr. Kennett, under the style of Hart, Reade and Kennett, at 44, Chancery-lane, aforesaid; the

Brighton business will be carried on by Mr. A. E. Gurney Champion, at 24, Old Steyne, Brighton, in his own name; and the Eastbourne business will be carried on by Mr. Hart and Mr. Reade at Lloyd's Bank-chambers, Terminus-road, Eastbourne, under the style of Hart, Reade & Co. [Gazette, Aug. 2.]

General.

The Council of Legal Education have appointed the following Readers and Assistant-Readers for the year ending the 10th of July, 1911:—Roman Law, Jurisprudence, and International Law.—Reader, Mr. J. Pawley Bate; Assistant-Reader, Mr. S. H. Leonard. Constitutional Law, English and Colonial, and Legal History.—Reader, Mr. A. E. W. Hazel. Evidence, Procedure, and Criminal Law.—Reader, Dr. W. Blake Odgers, K.C. The Law of Real Property and Conveyancing.—Reader, Mr. A. F. Topham; Assistant-Reader, Mr. W. J. Whittaker. Common Law.—Reader, Mr. Hugh Fraser; Assistant-Reader, Mr. J. G. Pease. Equity.—Reader, Mr. J. A. Strahan; Assistant-Reader, Mr. G. M. T. Hildyard. Hindu and Mahomedan Law.—Lecturer, Sir E. J. Trevelyan.

In the House of Commons last week Mr. Roys asked the Chancellor of the Exchequer what steps he proposed to take to remove the deadlock occasioned by the refusal of the Inland Revenue authorities to stamp voluntary conveyances, liable to *ad valorem* stamp duty for the first time under section 74 (1) of the Finance (1909-10) Act, 1910, until the scheme for land valuation gets into working condition and the value of the property conveyed had been ascertained by the Government valuer. Mr. Hobhouse, who replied, said: Arrangements have been made to expedite the valuation of such properties as form the subjects of the conveyances referred to by the hon. member, and it is hoped by this means to reduce to a minimum the necessary delay in stamping these documents. Mr. Roys: May I ask by what date the right hon. gentleman anticipates that the scheme for land valuation will be in working order? Mr. Hobhouse: I do not anticipate it is possible to fix any date.

The Chancellor of the Exchequer, says the *Times*, has sent the following letter to a correspondent who inquired whether, in the case of a tenant tied to a firm of brewers, the firm will be liable for the whole of the new licence duties:—"Treasury Chambers, Whitehall, S.W., July 28th.—Sir,—I am desired by the Chancellor of the Exchequer to acknowledge the receipt of your letter of the 22nd inst. in regard to the position of the 'tied' licence-holder in relation to the licence duties imposed by the Finance (1909-10) Act, 1910. In reply, I am to refer you to section 46 of the Act, which provides for the distribution of payments on account of licence duties in certain cases. Under the terms of this section the 'tied' licence-holder is entitled, notwithstanding any agreement to the contrary, to recover from the person or persons to whom he is bound so much of any increase in duty occasioned by the Act as may be agreed upon, or in default of agreement, be determined by the Commissioners of Customs and Excise to be proportionate to any increased rent of the licensed premises, or increased prices of intoxicating liquor supplied, or other benefit obtained by such person or persons by reason of the 'tie.' Consequently the question as to the proportions in which the duty will be paid as between the 'tied' tenant and the person or persons to whom he is 'tied' will depend upon the circumstances in each case, and it is not possible for Mr. Lloyd George to state in advance the proportions in which the duty will fall to be paid by the brewer or by the tenant respectively.—Yours faithfully, W. H. CLARK."

A young cadet of the Ratibor branch of the ancient princely house of Hohenlohe has, says the *Daily Mail*, just made his first appearance as an advocate in a German criminal court. A labourer appeared in the dock on a charge of burglary. Counsel for the defence had been appointed by the court, and to the visible astonishment of the prisoner was announced as "His Serene Highness the Prince of Ratibor." The prince conducted the defence in a spirited manner, but the evidence for the prosecution was too strong for him, and the royal barrister had the disappointment of hearing his first client sentenced to four years' penal servitude.

At the quarterly meeting of the magistrates for the County of London at Newington, says the *Times*, the following resolution was unanimously passed: (1) That it is absolutely necessary, in the opinion of this court, that a central building for the sessions of London should be at once constructed; (2) that any building on the south side of the Thames will not, in the opinion of the court, be convenient for the purposes of the work of the county. The Local Government Committee of the London County Council had suggested a scheme for the rebuilding of the present Sessions House at Newington, and declined, on the ground of expense, to select a site on the north side of the Thames. The justices had also informed the committee that unless the London County Council carried out their wishes they would exercise their power to the fullest extent, select a site, and erect a building, leaving the London County Council to pay the bill. During the discussion it was stated that the bulk of the criminal work, in the proportion of three to one, arose on the north side of the river, and that the existing building had not sufficient accommodation for the justices, the bar, the jurymen, the witnesses, and general public, and was inaccessible and generally inconvenient. It was also stated that at the London sessions one-fifth of the criminal work of the country was disposed of every year.

Mr. Justice Jelf is stated to be progressing very satisfactorily, and is now able to leave his bed.

The report of the Controller of the Companies Department of the Board of Trade for last year states that the total number of new companies registered was 5,835, from which should be deducted 1,939 companies which have gone into liquidation, and 1,271 which have been removed from the register on the ground that they are no longer carrying on business. The total number on the register on the 31st of December, 1909, was about 43,000.

On Wednesday the Royal Assent was given to the following Acts—namely, the Civil List, the Accession Declaration, the Regency, the County Common Juries, the Diseases of Animals (No. 2), the Aldermen in Municipal Boroughs, the Duke of York's School (Chapel), the Public Works Loans, the Mines Accidents (Rescue and Aid), the Companies (Converted Societies), the Trusts (Scotland), the Licensing (Consolidation), the Children Act (1908) Amendment, the Census (Great Britain), the Isle of Man (Customs), the Hotels and Restaurants (Dublin), the Agricultural Holdings (Scotland) Act, 1908, Amendment, the Jury Trials (Scotland), the Registration of Births, Deaths, and Marriages (Scotland) Amendment, and the Small Holdings, and to sixty-one private Acts.

An "advocate" who gave the name of Cagniard, electrified the Bar at Cherbourg, says the *Evening Standard*, by the brilliance with which he advocated the case of a client for whom he appeared. He supported the husband, who was petitioning for a divorce. He won the action, and afterwards was fêted by the members of the Cherbourg Bar, from whom he borrowed considerable sums of money. One of these advocates telegraphed inquiries to Paris, and found that no M. Cagniard was known at the Paris Bar. The man—Cagniard is his real name—is a returned convict, and the divorce case in which he pleaded was one of his own invention. A friend of his was anxious to get rid of his wife, and Cagniard procured a woman for a small sum to impersonate her and admit the offence on which the proceedings were based. Cagniard was arrested, and the subsequent proceedings will be watched with interest.

In Lord Brampton's busiest days at the Bar, says a writer in the *Globe*, Mr. Netherclift was the chief expert in handwriting. This is how the confident expert was once "put in a hole" by the wily advocate: "When I rose to examine I handed to the expert six slips of paper, each of which was written in a different kind of handwriting. Netherclift took out his large pair of spectacles, magnifiers, which he always carried. Then he began to polish them with a great deal of care, saying, as he performed that operation, 'I see, Mr. Hawkins, what you are going to try to do—you want to put me in a hole.' 'I do, Mr. Netherclift, and if you are ready for the hole, tell me—were these six pieces of paper written by one hand about the same time?' He examined them carefully, and after a considerable time answered: 'No; they were written at different times and by different hands.' 'By different persons, do you say?' 'Yes, certainly.' 'Now, Mr. Netherclift, you are in the hole! I wrote them myself this morning at this desk.'"

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W.—[ADVT.]

Winding-up Notices.

London Gazette.—FRIDAY, JULY 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONE-JACKSON ENGINEERING Co., Ltd.—Petn for winding up, presented July 22, directed to be heard Oct 18. Dodd & Co., 16, Barners st, Oxford st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.

LEONARD SMITH & Co., LTD.—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts and claims, to George Charles King, 110, Edmund st, Birmingham. Forsyth & Co, Birmingham, solors for the liquidator

STEAMSHIP CLEARING Co., LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to William Turpin, liquidator

T. I. SYNDICATE, LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts and claims, to William Barclay Peat, 11, Ironmonger ln, E.C. Cohen & Dunn, Audrey House, Ely pl, solors for the liquidator

London Gazette.—TUESDAY, AUGUST 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. E. NURN & Co., LTD.—Petn for winding up, presented July 20, directed to be heard Aug 10 Ward & Co, King st, Chespeide, agents for Addison & Cooper, Walsall, solors for petning creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 9

COTTON INDUSTRIES, LTD.—Petn for winding-up, presented July 25, directed to be heard at the County Court House, Brighton, Aug 16, at 12. Maurice Goodman, Bank bldgs, Worthing, solor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 15.

HUTCHINGS' PATENTS (1909), LTD.—Creditors are required, on or before Sept 14, to send in their names and addresses, and particulars of their debts or claims, to William Barton, 8, Laurence Pountney hill, Cannon st, liquidator. Allen & Co, Eastcheap, solors for the liquidator

LUTHERS ROLL Co., LTD.—Creditors are required, on or before Sept 2, to send their names and addresses to H. T. Glasborough, 47, Lincoln's inn fields, liquidator

NEW YORK TAXICAB Co., LTD.—Creditors are required, on or before Aug 28, to send their names and addresses, and the particulars of their debts or claims, to Reginald Bernard Petre, 11, Ironmonger ln, liquidator

PALATINE SILVERSMITHS ASSOCIATION, LTD.—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to Robert Roe Fmehurst, 1, Princess st, Manchester. Bratt & Co, Manchester, solors for the liquidator

WILLIAM HILL, LTD.—Creditors are required, on or before Sept 13, to send their names and addresses, and particulars of their debts or claims, to P. E. Palmer, 1-2, Chiswell at

WOODCOCK & Co., LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Claridge, 47, Market st, Bradford, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, JULY 29.

F. T. SKIDMORE & Co., LTD.

H. MUNDY & Co. (1907), LTD.

SOUTH LONDON PHOTOGRAPHIC Co., LTD.

LIVERPOOL UNIVERSITY INSTITUTE OF COMMERCIAL RESEARCH IN THE TROPICS.

ACKLINGTON COAL Co., LTD.

HERBERT CALVERT, LTD.

TABER, SONS & Co., LTD.

FRONTENAC MINING Co., LTD.

"COUNTRY HOME," LTD.

PARZ SYNDICATE, LTD.

ST. BEAT and GENERAL MARBLE QUARRIES, LTD.

"MAPLE LEAF" SYNDICATE, LTD.

STRECKLYN'S METAL PROCESS Co., LTD.

SOUTH REDDISH MANUFACTURING Co., LTD (Reconstruction).

NEWARK LAMP SYNDICATE, LTD.

SAN JORGE NITRATE Co., LTD.

LEHMANN MEASURING MACHINE Co., LTD.

CANARY FRUIT and FISH CANNING Co., LTD.

JOHN DAWSON, KIDDELL, & Co., LTD.

WILLIAM HILL, LTD.

M. HUNTER & SON, LTD.

London Gazette.—TUESDAY, AUGUST 2.

JESTY, LTD.

LISCANNOR QUARRY Co. (1905), LTD.

COBAR GOLD MINES, LTD.

HUTCHINGS' PATENTS (1909), LTD.

ASHREVERES, LTD.

DOWSON ECONOMIC GAS and POWER Co., LTD.

THOMAS FREE & SONS, LTD.

TOLLEY & Co., LTD.

LONDON WALL FINANCE SYNDICATE, LTD.

RHODESIAN SHARE SYNDICATE, LTD.

REES & SON, LTD.

PALATINE SILVERSMITHS ASSOCIATION.

COOPERS, LTD.

WEALLEY DRUG Co (MILKS PLATING), LTD.

The Property Mart.

Forthcoming Auction Sales.

Aug. 9.—MOSSEY, DEBENHAM, TEWSON, RICHARDSON & Co., at the Mart, at 2: Freehold and Leasehold Hotels (see advertisements, page iv, May 28).

Result of Sale.

REVISIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 912) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £3,345:—

ABSOLUTE REVERSION to £3,390, also Life Interest and			
Covering Policy	...	...	Sold £1,050
CONTINGENT REVERSION to £4,000...	...	...	100
POLICIES OF ASSURANCE—			
For £1,000	...	...	910
For £1,000	...	...	535
FULLY-PAID POLICIES—			
For £300	...	...	750
For £200	...	...
For £500	...	...

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JULY 29.

ALEXANDER, BOYD, Cranbrook, Kent Sept 1 Young & Co, Laurence Pountney hill
ARTHUR, ALBERT, Rotterdam Sept 9 McKenna & Co, Basinghall st
BARON, JAS, Holland Aug 26 Addleshaw & Co, Manchester
BENT, MARY, Barnstable Aug 30 Harding & Co, Barnstable
BRETT, ELIZA, Birmingham, Tripe Dresser Aug 27 Baker & Co, Birmingham
BRETT, JAMES EDWARD, Birmingham, Tripe Dresser Aug 27 Baker & Co, Birmingham

BROWN, JOHN, Chalfont St Peter, Bucks, Grocer Aug 31 Rushforth, Amersham
BYARS, ARTHUR, Gullborough Grange, Northampton Sept 30 Janson & Co, College hill

BYERS, CHARLES EDWARD WADSWORTH, Thornton Heath Sept 14 Trinder & Co, Leadenhall st

CATCHPOLE, NATHANIEL, Whitton, Ipswich, Brewer Aug 25 Kersey, Ipswich

CHATFIELD, FRANCIS JOSEPH, Norwich Aug 31 Taylor & Sons, Norwich

CHILLINGWORTH, JOHN CHARLES, Kennington Park rd, Kennington Aug 24 Jones, Black-
traw rd
CLAYTON, EMMA SARAH, Worthing Aug 31 Harris & Son, St Helens pl
COLLYERS, LEWIS OWEN HERBERT, Southern Nigeria Aug 31 Harris & Son, St Helens pl
DAVIES, GABRIEL LOOKER, Helsby, Chester, Merchant Aug 31 Batesons & Co,
Liverpool
DAY, ANNE, Illogan, Cornwall Aug 11 Rowse, Redruth
DEWY, CAROLINE ARABELLA, St Servan, Ile et Villaine, France Sept 1 Dale & Co,
Cornhill
FART, JOHN JONES, Melton Mowbray, Leicester, Builder Aug 30 Latham & Co, Melton
Mowbray
FOBBYTH, KATE MARIE, Whitehall ct, Whitehall Aug 20 Barlow & Co, Fenchurch st
FRANKLIN, ANNE JANE, Stonycroft, Liverpool Sept 9 Dod, Liverpool
FRANKLIN, GEORGE, Exeter Aug 27 Isaac Pengelly, Exeter.
GREEN, WILLIAM THEOPHILUS, Buckingham Palace rd Aug 30 Beale & Co, Great
George st
GRIFFITHS, WILLIAM RUSSELL, Essex ct, Temple, Barrister Sept 1 Carleton-Holmes
& Co, Bedford row
HADLEY, MARY PARKER, Clifton, Bristol Sept 15 Benson & Co, Bristol
HARNETT, SAMUEL, Restronguet, Feock, Cornwall, Mariner Aug 10 Bennetts, Truro
HILL, FRANK HARRISON, Morpeth ter, Victoria at Sept 1 Roberts, Bishopgate at With-
out
HOBBS, THOMAS, Solihull, Warwick Sept 19 Mitchell & Chattock, Birmingham
HORSLEY, ROBERT AIN, Barnburgh, Northumberland 8 pt 12 Douglas, Alnwick
HUCKS, WILLIAM, Oval rd, Camden Town Aug 27 London & Carpenter, Budge row,
Canon st

JUDD, SIR GEORGE, Barton Stacey, Hants Sept 1 Bowker & Sons, Winchester
JUDG, EDWARD ARTHUR, Sheffield, Pawnbroker Sept 15 Alderson & Co, Sheffield
KNIGHT, WILLIAM, Brighton Sept 14 Squire, Union ct, Old Broad st
LOLLEY, HANNAH, Leeds Aug 28 Lupton & Fawcett, Leeds
LOLLEY, WALTER, Douglas, I of M, Contractor Aug 28 Lupton & Fawcett, Leeds
MACQUEEN, FLORA GEORGINA, Ealing Aug 31 Fearon, Woking
MARTIN, MARGARET, Barnburgh, Northumberland Sept 12 Douglas, Alnwick
MUNT, ALFRED, Crediton, Devon Sept 9 Linklater & Co, Bond ct
OADISH, FANNY, Gauden rd, Clapham Aug 28 Russell & Arnholz, Great Winchester st
PAYNE, ADLAIDE MARY, Bournemouth Aug 31 Weedon & Payne, Reading
PEARSON, ANN ELIZABETH, Kilton in Lindsey, Lincs Sept 14 Gale & Easton, Hull
RATHERAM, ANN, Leamington, Warwick Aug 31 Cottrell & Son, Birmingham
RAYNER, CATHERINE, Southwell, Notts Sept 29 Laycock & Co, Huddersfield
RHODES, WILLIAM, Scarborough, Grocer's Manager Aug 31 Land & Foster, Halifax
RICHARDSON, SAMUEL, Stretford, Lancs Aug 31 Welford, Manchester
RUMNEY, ELIZABETH HARRIET, Sevenoaks, Boarding house Proprietress Aug 28
Knocker & Co, Sevenoaks
SUTCH, JAMES HUTTON, Plumstead, Builder Sept 1 Sampson, Woolwich
SYMONS, GEORGE SOLOMON, Victoria rd, Kensington Aug 31 Lee & Pemberton,
Lincoln's inn fields
TIBBITS, ARTHUR, Gordon sq, Solicitor Aug 23 Moore & Tibbitts, Warwick
WADHAM, HENRY, Walthamstow, Essex Aug 31 Mundell, Goddman st
WHITTAKER, SAMUEL, Glodwick, Oldham Sept 6 Melldode, Oldham
WHITWORTH, THOMAS, Heywood, Lancs, Farmer Aug 27 Standing & Co, Rochdale
WINTER, MARY ANN, Appleshaw, nr Andover Sept 15 Mole, South sq
WOOLFRIES, EDITH, Banwell, Somerset Aug 20 Powell, Banwell, Somerset

Bankruptcy Notices.

London Gazette.—FRIDAY, July 29.

RECEIVING ORDERS.

AMIRAL, WILLIAM, Shirebrook, Derbyshire, Engine Driver
Nottingham Pet July 23 Ord July 23
BARNETT, THOMAS JOSEPH, Much Wenlock, Salop Inn-
keeper Shrewsbury Pet July 27 Ord July 27
BARR, JOHN, Dinting, nr Manchester Ashton under Lyne
Pet July 13 Ord July 26
BERNARD, E H 8, Gloucester ter, Hyde Park High Court
Pet July 4 Ord July 26
BLACKMAN, ERNEST, Colliers Wood, Vant rd, Tooting,
Surrey, Lino Dealer Croydon Pet July 22 Ord July
22
BOLTON, JAMES, Tonbridge, Seedsman Tunbridge Wells
Pet July 26 Ord July 26
BREWERTON, CHARLES, Mincing ln, Tea Merchant High
Court Pet June 29 Ord July 26
BROWN, WALTER, Cardiff, Boot Manufacturer Cardiff Pet
July 7 Ord July 26
BURLILL, THOMAS, Sutton on Forest, Yorks York Pet
July 25 Ord July 26
CLAYTON, EDGAR JOHN, Berkeley st, Piccadilly, Accountant
High Court Pet June 2 Ord July 26
CRALTY, FRANK, Eastbourne, Hosier Eastbourne Pet
July 9 Ord July 26
DAWSON, HAROLD, Buckingham st, Strand High Court
Pet July 4 Ord July 26
DAY, CHARLES, Roker, Sunderland, Auctioneer Sunder-
land Pet July 26 Ord July 26
FOULSHAM, WALTER HENRY, Long Sutton, Lincs, Hair-
dresser King's Lynn Pet July 25 Ord July 25
FREED, NATHAN, Duncan st, Leman st, Cap Manufacturer
High Court Pet July 26 Ord July 26
HILL, ROWLAND, Marton, nr Blackpool, Commission Agent
Preston Pet July 26 Ord July 26
HOOO, WILLIAM GEORGE, Maesteg, Glam, Licensed Victual-
ler Cardiff Pet July 26 Ord July 26
HOBENCOMBE, J H, East Grinstead, Butcher Tunbridge
Wells Pet July 9 Ord July 25
HOWLETT, THOMAS, Grimby Great Grimby Pet July 23
Ord July 23
KAY, THOMAS PIUS JOSEPH, Upper Parkstone, Dorset,
Grocer Poole Pet July 25 Ord July 25
KRIATKOVSKI, VINCENT MARIAN, Sloane sq, Court Hair-
dresser High Court Pet July 26 Ord July 26
LAWRELL, EVAN, Tylorstown, Glam, Colliery Repairer
Pontypridd Pet July 27 Ord July 27
LARDER, GEORGE BENNETT, Old Trafford, Stretford Furni-
ture Remover Ashton under Lyne Pet July 26 Ord
July 26
MANN, WILLIAM, Handsworth, Builder Birmingham Pet
July 5 Ord July 26
MCCORMICK, JOHN (ROSS NEILL), Liverpool, Chartered
Accountant Birkenhead Pet July 4 Ord July 25
MOOREY, MICHAEL, Longton, Clothier Stoke upon Trent
Pet July 25 Ord July 25

MOSENTHAL, A F, Wainford ct, Stockbroker's Clerk High
Court Pet May 13 Ord June 29
MOUNCE, CHARLES LLEWELLYN, Newport, Mon, Baker's
Vanman Newport, Mon Pet July 21 Ord July 21
NERNSEIMER, MADELINE MABEL, Lauderdale mans, Maids
Vale, Dressmaker High Court Pet July 27 Ord
July 27
OFFENHEIMER, GEORGE, Fenchurch st, Engineer High
Court Pet July 7 Ord July 27
PERFITT, RICHARD FULLER, Diss, Norfolk, Monumental
Mason Ipswich Pet July 27 Ord July 27
PROBERT, THOMAS, Longwood, Abbeydore, Hereford,
Farmer Hereford Pet July 26 Ord July 26
PRIST, DAVID, Scarborough, Butcher Scarborough Pet
July 26 Ord July 26
RYAN, EDWARD, Liverpool, Furniture Dealer Liverpool
Pet July 11 Ord July 26
SCHRIEBER, PAUL, Grafton mews, Grafton st High Court
Pet July 4 Ord July 28
SCOTT, BENJAMIN, Dewsbury, Plumber Dewsbury Pet
July 27 Ord July 27
SMITH, MARY, Baitow in Furness, Milliner Baitow in Fur-
ness Pet July 13 Ord July 25
TURNBULL, CHARLES HARTLEY and WILLIAM TURNBULL,
Motttingham, Kent, Ironmongers Greenwich Pet
June 24 Ord July 26
WOOSNAM, WILLIAM WESLEY, Clifton villas, Camden sq,
Solicitor High Court Pet July 12 Ord July 25
Amended Notice substituted for that published in the
London Gazette of July 26:
SCHULZ, CARL FRANZ ADALBERT, Glazebrook, Lancs, Manu-
facturers' Commission Agent Manchester Pet July 23
Ord July 23

FIRST MEETINGS.

BARNETT, THOMAS JOSEPH, Much Wenlock, Salop, Inn-
keeper Aug 9 at 1.30 Off Rec, 22, Swan Hill,
Shrewsbury
BERNARD, E H 8, Gloucester ter, Hyde Park Aug 9 at
12 Bankruptcy bldgs, Carey st
BLACKMAN, ERNEST, Colliers Wood, Lino Dealer Aug 8 at
11.30 132, York rd, Westminster Bridge
BRYNOR, JASON, Trehanis, Merthyr Tydfil, Colliery Timber-
men Aug 9 at 11.45 Off Rec, County Court, Town
Hall, Merthyr Tydfil
BOSTOCK, HARRY, Hartshead, nr Tunstall, Publican
Aug 8 at 12 Off Rec, King st, Newcastle, Staffs
BREWERTON, CHARLES, Mincing ln, Tea Merchant Aug 10
at 1 Bankruptcy bldgs, Carey st
BULL, ERNEST, Sleaford, Lincs, Grocer Aug 16 at 12.30
Off Rec, 4 and 6, West st, Boston
BURLILL, THOMAS, Sutton on Forest, Duncombe pl, York
Off Rec, The Red House, Duncombe pl, York
CLAYTON, EDGAR JOHN, Berkeley st, Piccadilly, Accountant
Aug 9 at 1 Bankruptcy bldgs, Carey st
COLLINS, ROBERT, Spencer rd, Acton, Clerk Aug 12 at 12
14, Bedford row
COOPER, JOHN and WILLIAM ARTHUR COOPER, Andover,
Grocers Aug 9 at 2.30 Off Rec, City chambers, Catherine
st, Salisbury

CREASEY, GEORGE, Boston, Lincs, Labourer Aug 16 at 11.45
Off Rec, 4 and 6, West st, Boston
DAVIES, JOHN BUNYAN, Downias, Merthyr Tydfil, Police
Sergeant Aug 9 at 11 Off Rec, County Court, Town
Hall, Merthyr Tydfil
DAWSON, HAROLD, Buckingham st, Strand Aug 11 at 1
Bankruptcy bldgs, Carey st
FREED, NATHAN, Duncan st, Leman st, Cap Manufactur-
er Aug 11 at 11 Bankruptcy bldgs, Carey st
GRIFFITHS, ISAIAS, Nantylfyllon, nr Bridgend, Glam, Collier
Aug 6 at 12.30 Off Rec, 117, St Mary st, Cardiff
HINES, EDWIN THOMAS, Walsall, Saddler Aug 11 at 12
Off Rec, Wolverhampton
HOLDEN, EDWARD WALTER, Patricroft, Lancs, Railway
Clerk Aug 6 at 12 Off Rec, Byrom st, Manchester
HOPKINS, WILLIAM, Birmingham, Builder Aug 10 at 12
Ruskin chambers, 191, Corporation st, Birmingham
HYMAN, ABRAHAM, Chesham, Bucks, Registered
Money Lender Aug 6 at 11.30 Off Rec, Byrom st,
Manchester
JILLINGS, JOSEPH, Cresting St Mary, Suffolk, Commission
Agent Aug 9 at 11.30 Angel Hotel, Bury St Ed-
munds
KAY, THOMAS PIUS JOSEPH, Upper Parkstone, Dorset,
Grocer Aug 9 at 2 St Peter's Small Hall, Hinton rd,
Bournemouth
KRIATKOVSKI, VINCENT MARIAN, Sloane sq, Court Hair-
dresser Aug 10 at 11 Bankruptcy bldgs, Carey st
LLEWELLYN, EVAN, Tylorstown, Glam, Colliery Repairer
Aug 12 at 11 Off Rec, St Catherine's chambers, St
Catherine st, Pontypridd
MANN, WILLIAM, Handsworth, Builder Aug 10 at 11.30
Ruskin chambers, 191, Corporation st, Birmingham
MARTIN, HENRY NAPIER, Oxton, Chester, Stocktaker Aug
9 at 11 Off Rec, 35, Victoria st, Liverpool
MILLS, HENRY CHARLES, Penhill, Cardiff Aug 8 at 11 Off
Rec, 117, St Mary st, Cardiff
MOONEY, MICHAEL, Longton, Stoke on Trent, Clothier
Aug 8 at 11.30 Off Rec, King st, Newcastle, Staffs
MOSENTHAL, A F, Wainford ct, Stockbroker's Clerk Aug
12 at 12 Bankruptcy bldgs, Carey st
NERNSEIMER, MADELINE MABEL, Lauderdale mans,
Maids Vale, Dressmaker Aug 10 at 11.30 Bankruptcy
bldgs, Carey st
OFFORD, THOMAS, Brighton, Motor Engineer Aug 18 at
2.30 Off Rec, 12a, Marlborough pl, Brighton
OLDFIELD, WILLIAM LEE, Soyland, nr Halifax, Jam Maker
Aug 6 at 10.45 County Court, Prescott ct, Halifax
OFFENHEIMER, GEORGE, Fenchurch st, Engineer Aug 10 at
12 Bankruptcy bldgs, Carey st
OWEN, EDWARD ARNOLD, Morda, Oswestry, Laundry Pro-
prietor Aug 8 at 12 Crypt chambers, Eastgate row,
Chester
PEARCE, GEORGE HENRY, Ranelagh rd, Ealing Aug 11 at
12 14, Bedford row
POTTER, HENRY WILLIAM, Southend on Sea Aug 11 at 3
14, Bedford row
PRIST, DAVID, Scarborough, Butcher Aug 8 at 4 Off Rec
48, Westborough, Scarborough

THE LICENSING INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

ROBINSON, WILLIAM, Sleaford, Lincs, Nurseryman Aug 16 at 12 Off Rec, 4 and 6, West st, Boston
 SAUNDERS, WALTER PERCY CHARLES, Branksome Park, Poole, Dorset, Road Contractor Aug 9 at 2.30 St Peter's Small Hall, Hinton rd, Bournemouth
 SCHULZ, CARL FRANZ ADALBERT, Glazebrook, Lancs, Manufacturers' Commission Agent, Aug 6 at 10.30 Off Rec, Byrom st, Manchester
 SPURIN, ROSCOE CHARLES, Heigham, Norwich, Advertising Expert Aug 5 at 12.30 Off Rec, 8, King st, Norwich
 STEADNEY, JOHN HENRY and ARTHUR EDWARDS MORRIS, Sheffield, Beds, Drapers Aug 6 at 12.15 Bankruptcy bldgs, Carey st
 WOODSAM, WILLIAM WESLEY, Camden sq, Solicitor Aug 9 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANNIDAL, WILLIAM, Shirebrook, Derbyshire, Engine Driver Nottingham Pet July 23 Ord July 23
 BARD, GEORGE, Brentford, Parchment Manufacturer Brentford Pet July 20 Ord July 25
 BARBER, ALFRED GEORGE, Trosley, nr Wrotham, Kent, High Court Pet July 9 Pet July 26
 BARRETT, THOMAS JOSEPH, Much Wenlock, Salop, Innkeeper Shrewsbury Pet July 27 Ord July 27
 BOLTON, JAMES, Tonbridge, Seedman Tunbridge Wells Pet July 26 Ord July 26
 BURKILL, THOMAS, Sutton on Forest, Yorks York Pet July 25 Ord July 25
 COHEN, JACOB BENJAMIN, Spelmsen st, Hanbury st, Spitalfields, Stick Moulder's Assistant High Court Pet July Ord July 22
 DAVIS, JOHN NELSON, Plymouth, Jeweller Plymouth Pet May 27 Ord July 25
 DAY, CHARLES, Roker, Sunderland, Auctioneer Sunderland Pet July 26 Ord July 26
 FARROW, WILLIAM, Deptford, Carman Greenwich Pet June 28 Ord July 22
 FOULSHAM, WALTER HENRY, Long Sutton, Lincs, Hairdresser King Lynn Pet July 25 Ord July 25
 HILL, ROWLAND, Marlon, nr Blackpool, Commission Agent Preston Pet July 26 Ord July 26
 HOGG, WILLIAM GEORGE, Maesteg, Glam, Licensed Victualer Cardiff Pet July 26 Ord July 26
 HOWLETT, THOMAS, Grimsby Great Grimsby Pet July 23 Ord July 23
 KAY, THOMAS PIUS JOSEPH, Upper Parkstone, Dorset, Grocer Poole Pet July 25 Ord July 25
 KRATKOVSKI, VIKCENT MARIAM, Slonore sq, Court Hairdresser High Court Pet July 26 Ord July 26
 LARDER, GEORGE BENNETT, Old Trafford, Stretford, Furniture Remover Ashton under Lyne Pet July 26 Ord July 26
 MCCORMICK, JOHN ROSS NEILL, Fazakerley, nr Liverpool, Chartered Accountant Birkenhead Pet July 4 Ord July 26
 MANN, WILLIAM, Handsworth, Builder Birmingham Pet July 5 Ord July 26
 MOONEY, MICHAEL, Longton, Staffs, Clothier Longton Pet July 25 Ord July 25
 MOUNCE, CHARLES LIEWELLYN, Newport, Mon, Baker's Vanman Newport, Mon Pet July 21 Ord July 21
 NAPIER, PAUL, Maide Vale, Stock Dealer High Court Pet Jan 19 Ord July 27
 NERSEHIMER, MADELINE MARIE, South Molton st, Dressmaker High Court Pet July 27 Ord July 27
 NORTH, DUDLEY JAMES, St James pl High Court Pet May 28 Ord July 25
 PEAKS, SIDNEY NEVILLE, Abchurch ln, Company Director High Court Pet May 6 Ord July 27
 PERFIT, RICHARD FULLER, Diss, Norfolk, Mason Ipswich Pet July 27 Ord July 27
 POULTER, ARTHUR LESLIE, Oakwood ct, Kensington High Court Pet June 1 Ord July 27
 PROBERT, THOMAS, Longwood, Abbeydore, Hereford, Farmer Hereford Pet July 26 Ord July 26
 PRUST, DAVID, Scarborough, Butcher Scarborough Pet July 26 Ord July 26
 SALTER, JAMES THOMAS, Old Change, Printer High Court Pet June 9 Ord July 25

SCOTT, BENJAMIN, Dewsbury, Plumber Dewsbury Pet July 27 Ord July 27
 SMITH, FRANK FARDELL, Oxford, Bookseller Oxford Pet July 19 Ord July 27
 WIGHTMAN, CHARLES COLLINS CLARK, Dorset sq High Court Pet May 28 Ord July 25
 WOODWARD, WILLIAM, Lytham, Lancs, Nurseryman Preston Pet July 5 Ord July 25

Amended Notice substituted for that published in London Gazette of July 23:

BURROWS, THOMAS JAMES, Abergavenny, Mon, Coal Merchant Tredegar Pet June 29 Ord July 19

Amended Notice substituted for that published in the London Gazette of July 26:

SCHULZ, CARL FRANZ ADALBERT, Glazebrook, Lancs, Manufacturers' Commission Agent Manchester Pet July 23 Ord July 23

ADJUDICATION ANNULLLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

FURBER, PERCY N, 7, Poultry High Court Pet Feb 17, 1893 Rec Ord Mar 24, 1893 Adjud Mar 30, 1893 Rec, Annul, and Dis Pet 24, 1910

London Gazette.—TUESDAY, AUGUST 2.

RECEIVING ORDERS.

ANRID, HENRY JOSEPH, Trinity sq, Tower Hill, Wine Merchant High Court Pet June 1 Ord July 12
 BROWNLESS, ERNEST, Harrogate York Pet July 18 Ord July 29
 COOK, PHILIP, Penyard, Merthyr Tydfil, Boot Repairer Merthyr Tydfil Pet July 29 Ord July 29
 CRANCH, JOHN PARTRIDGE, Salcombe, Devon, Builder Plymouth Pet July 25 Ord July 25
 CROSSLAND, HENRY, Romford, Essex, Hay Dealer Chelmsford Pet July 28 Ord July 28
 DAUBNEY, ROBERT, Monkthorpe, Lincs, Farmer Boston Pet July 27 Ord July 27
 DAVIES, WILLIAM, Blackpool Portmadoc Pet July 18 Ord July 29
 GRAINGER, FRANK, Sheffield, Butcher Sheffield Pet July 18 Ord July 25
 HALL, MATTHEW HARWOOD, Southville, Bristol, Foreman Printer Bristol Pet July 29 Ord July 29
 HAWKEN, ALBAN WILLIAM, Thornton Heath, Traveller Croydon Pet July 23 Ord July 28
 HYETT, FANNY, Gloucester, Decorator Gloucester Pet July 29 Ord July 29
 MILLER, GEORGE, Battersea rise, Battersea, Contractor Wandsworth Pet July 29 Ord July 29
 OEFFEN, CHARLES, Mountain Ash, Glam, Hairdresser Aberdare Pet July 15 Ord July 25
 ROBERTS, MOSES JONES, Bala, Merioneth, Builder Wrexham Pet July 27 Ord July 27
 THATCHER, EDGAR, Newbury, Berks, Commission Agent High Court Pet June 11 Ord July 25
 THOMAS, GWILYM HARRIS, Ammanford, Carmarthen, Colliery Labourer Carmarthen Pet July 28 Ord July 28
 TREADAWAY, CHARLES WILLIAM, Burlington rd, Westbourne Grove High Court Pet May 9 Ord July 25
 WATTS, SAMUEL, Colchester Colchester Pet July 29 Ord July 29
 WILLIAMS, WILLIAM OWEN, Wern, Llanfrothen, Merioneth Portmadoc Pet July 27 Ord July 27

FIRST MEETINGS.

ALBION MILLS COMPANY, The, Marsh Parade, Newcastle, Staffs, Shirt Manufacturers Aug 10 at 11.30 Off Rec, King st, Newcastle, Staffs
 ANNIDAL, WILLIAM, Shirebrook, Derbyshire, Engine Driver Aug 10 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 DAY, CHARLES, Roker, Sunderland, Auctioneer Aug 11 at 2.30 Off Rec, 3, Manor pl, Sunderland
 GOLDING, PERCY JOHN, Sudbury, Suffolk, Carpenter Aug 12 at 12 Rose and Crown Hotel, Sudbury

HAWKEN, ALBAN WILLIAM, Thornton Heath, Traveller Aug 12 at 11.30 132, York rd, Westminster Bridge
 HOWLETT, THOMAS, Grimsby Aug 10 at 11 Off Rec, St Mary's church, Great Grimsby
 KESLOW, H, Wellgate Mount, Rotherham, Yorks, Insurance Broker Aug 12 at 12.30 Off Rec, Figtree ln, Sheffield
 LARDER, GEORGE BENNETT, Old Trafford, Stretford, Furniture Remover Aug 10 at 2.30 Off Rec, Byrom st, Manchester
 LARKIN, ROBERT, Barrow in Furness, Labourer Aug 12 at 11 Off Rec, 16, Cornwallia st, Barrow in Furness
 MOUNCE, CHARLES LIEWELLYN, Newport, Mon, Baker's Vanman Aug 10 at 11 Off Rec, 144, Commercial st, Newport, Mon
 PERFIT, RICHARD FULLER, Diss, Norfolk, Mason Aug 19 at 12.15 Off Rec, 36, Princes st, Ipswich
 ROBERTS, JOHN THOMAS, Dronfield, Derby, Edge Tool Manufacturer Aug 11 at 12 The Angel Hotel, Chesterfield
 SMALL, ISAAC, Barrow in Furness, Cabinet Maker Aug 12 at 11.30 Off Rec, 16, Cornwallia st, Barrow in Furness
 SMITH, MARY, Barrow in Furness, Milliner Aug 12 at 11.15 Off Rec, 16, Cornwallia st, Barrow in Furness
 TURNBULL, CHARLES HARTLEY and WILLIAM TURNBULL, Mottingham, Kent, Ironmongers Aug 11 at 11.30 132, York rd, Westminster Bridge
 VILLAGE, JOSEPH, Doncaster, Glass Dealer Aug 12 at 12 Off Rec, Figtree ln, Sheffield
 WARNER, GEORGE, Woolhampton, Berks, Baker Aug 11 at 12 Off Rec, 1, St Aldate st, Oxford

ADJUDICATIONS.

CLEAVER, EDGAR JOHN, Berkeley st, Piccadilly, Accountant High Court Pet June 2 Ord July 28
 COOK, PHILIP, Merthyr Tydfil, Boot Repairer Merthyr Tydfil Pet July 29 Ord July 29
 CRANCH, JOHN PARTRIDGE, Salcombe, Devon, Builder Plymouth Pet July 28 Ord July 28
 CREALY, FRANK, Eastbourne, Hostler Eastbourne Pet July 9 Ord July 29
 CRUSSELL, HENRY ROMFORD, Essex, Hay Dealer Chelmsford Pet July 28 Ord July 28
 DAUBNEY, ROBERT, Monkthorpe, Lincs, Farmer Boston Pet July 27 Ord July 27
 FRED, NATHAN, Duncorn st, Leman st, Cap Manufacturer High Court Pet July 26 Ord July 26
 HALL, MATTHEW HARWOOD, Southville, Bristol, Foreman Printer Bristol Pet July 29 Ord July 29
 HYETT, FANNY, Gloucester, Decorator Gloucester Pet July 29 Ord July 29
 LAWRENCE, ARTHUR DANIEL, Lancaster Gate, Hyde Park, High Court Pet June 9 Ord July 29
 LIEWELLYN, EVAN, Tylorstown, Glam, Colliery Repairer Pontypriid Pet July 27 Ord July 27
 MILLER, GEORGE, Battersea Rise, Battersea, Contractor Wandsworth Pet July 29 Ord July 29
 MITCHELL, WILLIAM JOHN, Trinity sq, Merchant High Court Pet April 22 Ord July 29
 OEFFEN, CHARLES, Mountain Ash, Glam, Hairdresser Aberdare Pet July 15 Ord July 29
 ROBERTS, MOSES JONES, Bala, Merioneth, Builder Wrexham Pet July 27 Ord July 27
 RYAN, EDWARD JOHN, Liverpool, Furniture Dealer Liverpool Pet July 11 Ord July 29
 SCHMELTZER, JULIUS, Broad st, Bloomsbury, Bootmaker High Court Pet June 14 Ord July 28
 SILVERTHORPE, ARTHUR HARGREAVES, Ashley gdn, Westminster High Court Pet Mar 7 Ord July 28
 STEPHEN, HENRY ST JAMES, Flounden bldgs, Temple, Barrister at Law High Court Pet June 3 Ord July 28
 SWEETMAN, CHARLES, and LOUIS SWEETMAN, Mile End rd, Boot Manufacturers High Court Pet July 2 Ord July 29
 SYMON, ALEXANDER HAMILTON, St James's st High Court Pet June 8 Ord July 28
 TAYLOR, C H, Pontefract, Yorks Wakefield Pet June 25 Ord July 28
 THOMAS, GWILYM HARRIS, Ammanford, Carmarthen, Colliery Labourer Carmarthen Pet July 28 Ord July 28
 VON BORIS, A ERIC, Doughty st High Court Pet June 2 Ord July 28
 WATTS, SAMUEL, Colchester Colchester Pet July 29 Ord July 29
 WILKINSON, CHARLES HENRY, Idol ln, Great Tower st, Agent High Court Pet May 24 Ord July 28
 WILLIAMS, WILLIAM OWEN, Wern, Llanfrothen, Merioneth Portmadoc Pet July 27 Ord July 27

Amended Notice substituted for that published in the London Gazette of July 26:

ROBERTS, ANDREAS, Blaenau Ffestiniog, Merioneth, Slate Merchant Portmadoc Pet July 18 July 21

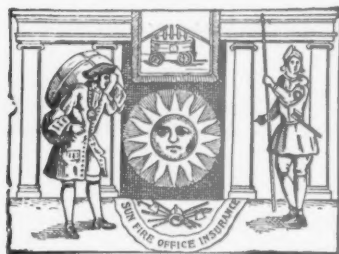
ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

CADOGAN, GERALD OAKLEY, Cadogan pl High Court Rec Ord May 10 Adjud May 24 Res and Annul July 25

ADJUDICATION ANNULLLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

BORTHWICK, REGINALD GEORGE PETER, De Vere gdn Kensington High Court Rec Ord Feb 14 Adjud Mar 17 Res, Annul, and Dis of Pet July 25

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Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

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The BONDS of the SUN INSURANCE OFFICE are accepted by the various Divisions of the High Courts of Justice in England and Ireland and the Supreme Courts of Scotland, the Masters in Lunacy, Board of Trade, and all Departments of His Majesty's Government.

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